

**SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS**

| <u>CLIN</u>                                 | <u>ITEM DESCRIPTION</u>   | <u>Unit</u> | <u>Charge</u> |
|---|---|-------------|---------------|
| <b><u>TWO YEAR FIRM CONTRACT PERIOD</u></b> |   |             |               |
| <b>Outbound</b>                             |   |             |               |
| <b>CONUS to NAS Keflavik</b>                |   |             |               |
| 0001  | <b>New York Port Area (Zone 1)<sup>1</sup> to NAS Keflavik, Carriage of Cargo</b> |             |               |
| 0001AA                                      | 40' & Over Dry Container, General Cargo   | Cont.       | \$_____       |
| 0001AB                                      | Under 40' Dry Container, General Cargo  | Cont.       | \$_____       |
| 0001AC                                      | 40' & Over Refrigerated Container, Refrigerated Cargo                             | Cont.       | \$_____       |
| 0001AD                                      | 40' & Over Dry Container, Vehicles  | M/T         | \$_____       |
| 0001AE                                      | Under 40' Dry Container, Vehicles   | M/T         | \$_____       |
| 0002  | <b>New York Port Area (Zone 2)<sup>2</sup> to NAS Keflavik, Carriage of Cargo</b> |             |               |
| 0002AA                                      | 40' & Over Dry Container, General Cargo   | Cont.       | \$_____       |
| 0002AB                                      | Under 40' Dry Container, General Cargo  | Cont.       | \$_____       |
| 0002AC                                      | 20' and Over Tank Container   | Cont.       | \$_____       |
| 0002AD                                      | 40' & Over Refrigerated Container, Refrigerated Cargo                             | Cont.       | \$_____       |

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<sup>1</sup>This Zone shall include places within Military Ocean Terminal, Bayonne, New Jersey (MOTBY).

<sup>2</sup>This Zone shall include places within the New York Commercial Zone, as defined by the **Surface Transportation Board** CFR 49 paragraph 1048.20, except those places defined as New York Port Area, Zone 1.

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|---|--|-------------|---------------|
| <b><u>TWO YEAR FIRM CONTRACT PERIOD</u></b> |  |             |               |
| 0003  | <b>Norfolk Port Area (Zone 1)<sup>3</sup> to NAS Keflavik,<br/>Carriage of Cargo</b> |             |               |
| 0003AA                                      | 40' & Over Dry Container, General Cargo  | Cont.       | \$_____       |
| 0003AB                                      | Under 40' Dry Container, General Cargo   | Cont.       | \$_____       |
| 0003AC                                      | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                             | Cont.       | \$_____       |
| 0003AD                                      | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0003AE                                      | 40' & Over Dry Container, Vehicles   | M/T         | \$_____       |
| 0003AF                                      | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |
| 0004  | <b>Norfolk Port Area (Zone 2)<sup>4</sup> to NAS Keflavik,<br/>Carriage of Cargo</b> |             |               |
| 0004AA                                      | 40' & Over Dry Container, General Cargo  | Cont.       | \$_____       |
| 0004AB                                      | Under 40' Dry Container, General Cargo   | Cont.       | \$_____       |
| 0004AC                                      | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                             | Cont.       | \$_____       |

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<sup>3</sup>This Zone shall include places south of the James River Estuary within the Norfolk Commercial Zone, including Norfolk and Portsmouth.

<sup>4</sup>This Zone shall include places north of the James River Estuary in the Norfolk Commercial Zone, including Hampton Roads, Newport News and Williamsburg.

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|---|--|-------------|---------------|
| <b><u>TWO YEAR FIRM CONTRACT PERIOD</u></b> |  |             |               |
| 0005  | <b>Harrisburg Group<sup>5</sup> to NAS Keflavik,<br/>Carriage of Cargo</b> |             |               |
| 0005AA                                      | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0005AB                                      | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0005AC                                      | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                   | Cont.       | \$_____       |
| 0006  | <b>Carrier's Terminal, New York to NAS Keflavik,<br/>Carriage of Cargo</b> |             |               |
| 0006AA                                      | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0006AB                                      | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0006AC                                      | Breakbulk Cargo, Vehicles  | M/T         | \$_____       |
| 0006AD                                      | Breakbulk General Cargo  | M/T         | \$_____       |
| 0006AE                                      | 20' Tank Container   | Cont.       | \$_____       |
| 0006AF                                      | 40' & Over Refrigerated Container<br>Refrigerated Cargo,                   | Cont.       | \$_____       |
| 0007  | <b>Carrier's Terminal, Norfolk to NAS Keflavik,<br/>Carriage of Cargo</b>  |             |               |
| 0007AA                                      | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0007AB                                      | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |

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<sup>5</sup>The Harrisburg Group shall include the points of Carlisle, PA Harrisburg, PA, Mechanicsburg, PA, and New Cumberland, PA.

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| <u>CLIN</u>                                 | <u>ITEM DESCRIPTION</u>                                  | <u>Unit</u> | <u>Charge</u> |
|---|--|-------------|---------------|
| <b><u>TWO YEAR FIRM CONTRACT PERIOD</u></b> |  |             |               |
| 0007AC                                      | Breakbulk Cargo, Vehicles                                | M/T         | \$_____       |
| 0007AD                                      | Breakbulk General Cargo                                  | M/T         | \$_____       |
| 0007AE                                      | 20' Tank Container                                       | Cont.       | \$_____       |
| 0007AF                                      | 40' & Over Refrigerated Container,<br>Refrigerated Cargo | Cont.       | \$_____       |

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| <u>CLIN</u>                                 | <u>ITEM DESCRIPTION</u>  | <u>Unit</u> | <u>Charge</u> |
|---|--|-------------|---------------|
| <b><u>TWO YEAR FIRM CONTRACT PERIOD</u></b> |  |             |               |
| <b>INBOUND</b>                              |  |             |               |
| <b>NAS KEFLAVIK TO CONUS</b>                |  |             |               |
| 0008  | <b>NAS Keflavik to New York Port Area (Zone 1),<br/>Carriage of Cargo</b>  |             |               |
| 0008AA                                      | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0008AB                                      | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0008AC                                      | 40' & Over Dry Container, Vehicles   | M/T         | \$_____       |
| 0008AD                                      | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |
| 0009  | <b>NAS Keflavik to New York Port Area (Zone 2) ,<br/>Carriage of Cargo</b> |             |               |
| 0009AA                                      | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0009AB                                      | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0009AC                                      | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0010  | <b>NAS Keflavik to Norfolk Port Area (Zone 1),<br/>Carriage of Cargo</b>   |             |               |
| 0010AA                                      | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0010AB                                      | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0010AC                                      | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0010AD                                      | 40' & Over Dry Container, Vehicles   | M/T         | \$_____       |

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|---|--|-------------|---------------|
| <b><u>TWO YEAR FIRM CONTRACT PERIOD</u></b> |  |             |               |
| 0010AE                                      | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |
| 0011  | <b>NAS Keflavik to the Carrier's Terminal, New York,<br/>Carriage of Cargo</b> |             |               |
| 0011AA                                      | Breakbulk Cargo, Vehicles  | M/T         | \$_____       |
| 0011AB                                      | Breakbulk General Cargo  | M/T         | \$_____       |
| 0012  | <b>NAS Keflavik to the Carrier's Terminal, Norfolk,<br/>Carriage of Cargo</b>  |             |               |
| 0012AA                                      | Breakbulk Cargo, Vehicles  | M/T         | \$_____       |
| 0012AB                                      | Breakbulk General Cargo  | M/T         | \$_____       |

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| <u>CLIN</u>   | <u>ITEM DESCRIPTION</u>   | <u>Unit</u> | <u>Charge</u> |
|---|---|-------------|---------------|
| <b><u>FIRST ONE YEAR CONTRACT OPTION PERIOD</u></b> |   |             |               |
| <b>OUTBOUND</b>                                     |   |             |               |
| <b>CONUS TO NAS KEFLAVIK</b>                        |   |             |               |
| 0013  | <b>New York Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo</b> |             |               |
| 0013AA  | 40' & Over Dry Container, General Cargo                               | Cont.       | \$_____       |
| 0013AB  | Under 40' Dry Container, General Cargo                                | Cont.       | \$_____       |
| 0013AC  | 40' & Over Refrigerated Container, Refrigerated Cargo                 | Cont.       | \$_____       |
| 0013AD  | 40' & Over Dry Container, Vehicles                                    | M/T         | \$_____       |
| 0013AE  | Under 40' Dry Container, Vehicles                                     | M/T         | \$_____       |
| 0014  | <b>New York Port Area (Zone 2) to NAS Keflavik, Carriage of Cargo</b> |             |               |
| 0014AA  | 40' & Over Dry Container, General Cargo                               | Cont.       | \$_____       |
| 0014AB  | Under 40' Dry Container, General Cargo                                | Cont.       | \$_____       |
| 0014AC  | 20' and Over Tank Container   | Cont.       | \$_____       |
| 0014AD  | 40' & Over Refrigerated Container, Refrigerated Cargo                 | Cont.       | \$_____       |
| 0015  | <b>Norfolk Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo</b>  |             |               |
| 0015AA  | 40' & Over Dry Container, General Cargo                               | Cont.       | \$_____       |
| 0015AB  | Under 40' Dry Container, General Cargo                                | Cont.       | \$_____       |

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|---|--|-------------|---------------|
| <b><u>FIRST ONE YEAR CONTRACT OPTION PERIOD</u></b> |  |             |               |
| 0015AC  | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                   | Cont.       | \$_____       |
| 0015AD  | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0015AE  | 40' and Over Dry Container, Vehicles                                       | M/T         | \$_____       |
| 0015AF  | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |
| 0016  | <b>Norfolk Port Area (Zone 2) to NAS Keflavik,<br/>Carriage of Cargo</b>   |             |               |
| 0016AA  | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0016AB  | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0016AC  | 40' & Over Refrigerated Container, Refrigerated Cargo                      | Cont.       | \$_____       |
| 0017  | <b>Harrisburg Group to NAS Keflavik,<br/>Carriage of Cargo</b>             |             |               |
| 0017AA  | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0017AB  | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0017AC  | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                   | Cont.       | \$_____       |
| 0018  | <b>Carrier's Terminal, New York to NAS Keflavik,<br/>Carriage of Cargo</b> |             |               |
| 0018AA  | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |



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|---|---|-------------|---------------|
| <b><u>FIRST ONE YEAR CONTRACT OPTION PERIOD</u></b> |   |             |               |
| 0018AB  | Under 40' Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0018AC  | Breakbulk Cargo, Vehicles   | M/T         | \$_____       |
| 0018AD  | Breakbulk Cargo, General  | M/T         | \$_____       |
| 0018AE  | 20' Tank Container  | Cont.       | \$_____       |
| 0018AF  | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                  | Cont.       | \$_____       |
| 0019  | <b>Carrier's Terminal, Norfolk to NAS Keflavik,<br/>Carriage of Cargo</b> |             |               |
| 0019AA  | 40' & Over Dry Container, General Cargo                                   | Cont.       | \$_____       |
| 0019AB  | Under 40' Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0019AC  | Breakbulk Cargo, Vehicles   | M/T         | \$_____       |
| 0019AD  | Breakbulk Cargo, General  | M/T         | \$_____       |
| 0019AE  | 20' Tank Container  | Cont.       | \$_____       |
| 0019AF  | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                  | Cont.       | \$_____       |

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|---|--|-------------|---------------|
| <b><u>FIRST ONE YEAR CONTRACT OPTION PERIOD</u></b> |  |             |               |
| <b>INBOUND</b>                                      |  |             |               |
| <b>NAS Keflavik to CONUS</b>                        |  |             |               |
| 0020  | <b>NAS Keflavik to New York (Zone 1),<br/>Carriage of Cargo</b>            |             |               |
| 0020AA  | 40' & Over Container, Dry  | Cont.       | \$_____       |
| 0020AB  | Under 40' Container, Dry   | Cont.       | \$_____       |
| 0020AC  | 40' & Over Dry Container, Vehicles   | M/T         | \$_____       |
| 0020AD  | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |
| 0021  | <b>NAS Keflavik to New York Port Area (Zone 2) ,<br/>Carriage of Cargo</b> |             |               |
| 0021AA  | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0021AB  | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0021AC  | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0022  | <b>NAS Keflavik to Norfolk Port Area (Zone 1),<br/>Carriage of Cargo</b>   |             |               |
| 0022AA  | 40' & Over Container, Dry  | Cont.       | \$_____       |
| 0022AB  | Under 40' Container, Dry   | Cont.       | \$_____       |
| 0022AC  | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0022AD  | 40' & Over Dry Container, Vehicles   | M/T         | \$_____       |
| 0022AE  | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |

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|---|--|-------------|---------------|
| <b><u>FIRST ONE YEAR CONTRACT OPTION PERIOD</u></b> |  |             |               |
| 0023  | <b>NAS Keflavik to the Carrier's Terminal, New York,<br/>Carriage of Cargo</b> |             |               |
| 0023AA  | Breakbulk Cargo, Vehicles  | M/T         | \$_____       |
| 0023AB  | Breakbulk General Cargo  | M/T         | \$_____       |
| 0024  | <b>NAS Keflavik to the Carrier's Terminal, Norfolk,<br/>Carriage of Cargo</b>  |             |               |
| 0024AA  | Breakbulk Cargo, Vehicles  | M/T         | \$_____       |
| 0024AB  | Breakbulk General Cargo  | M/T         | \$_____       |

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| <u>CLIN</u>  | <u>ITEM DESCRIPTION</u>   | <u>Unit</u> | <u>Charge</u> |
|--|---|-------------|---------------|
| <b><u>SECOND ONE YEAR CONTRACT OPTION PERIOD</u></b> |   |             |               |
| <b>OUTBOUND</b>                                      |   |             |               |
| <b>CONUS TO NAS KEFLAVIK</b>                         |   |             |               |
| 0025   | <b>New York Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo</b> |             |               |
| 0025AA   | 40' & Over Dry Container, General Cargo                               | Cont.       | \$_____       |
| 0025AB   | Under 40' Dry Container, General Cargo                                | Cont.       | \$_____       |
| 0025AC   | 40' & Over Refrigerated Container, Refrigerated Cargo                 | Cont.       | \$_____       |
| 0025AD   | 40' & Over Dry Container, Vehicles                                    | M/T         | \$_____       |
| 0025AE   | Under 40' Dry Container, Vehicles                                     | M/T         | \$_____       |
| 0026   | <b>New York Port Area (Zone 2) to NAS Keflavik, Carriage of Cargo</b> |             |               |
| 0026AA   | 40' & Over Dry Container, General Cargo                               | Cont.       | \$_____       |
| 0026AB   | Under 40' Dry Container, General Cargo                                | Cont.       | \$_____       |
| 0026AC   | 20' and Over Tank Container   | Cont.       | \$_____       |
| 0026AD   | 40' & Over Refrigerated Container, Refrigerated Cargo                 | Cont.       | \$_____       |
| 0027   | <b>Norfolk Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo</b>  |             |               |
| 0027AA   | 40' & Over Dry Container, General Cargo                               | Cont.       | \$_____       |
| 0027AB   | Under 40' Dry Container, General Cargo                                | Cont.       | \$_____       |

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|--|--|-------------|---------------|
| <b><u>SECOND ONE YEAR CONTRACT OPTION PERIOD</u></b> |  |             |               |
| 0027AC   | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                   | Cont.       | \$_____       |
| 0027AD   | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0027AE   | 40' and Over Dry Container, Vehicles                                       | M/T         | \$_____       |
| 0027AF   | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |
| 0028   | <b>Norfolk Port Area (Zone 2) to NAS Keflavik,<br/>Carriage of Cargo</b>   |             |               |
| 0028AA   | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0028AB   | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0028AC   | 40' & Over Refrigerated Container, Refrigerated Cargo                      | Cont.       | \$_____       |
| 0029   | <b>Harrisburg Group to NAS Keflavik,<br/>Carriage of Cargo</b>             |             |               |
| 0029AA   | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0029AB   | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0029AC   | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                   | Cont.       | \$_____       |
| 0030   | <b>Carrier's Terminal, New York to NAS Keflavik,<br/>Carriage of Cargo</b> |             |               |
| 0030AA   | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |

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|--|---|-------------|---------------|
| <b><u>SECOND ONE YEAR CONTRACT OPTION PERIOD</u></b> |   |             |               |
| 0030AB   | Under 40' Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0030AC   | Breakbulk Cargo, Vehicles   | M/T         | \$_____       |
| 0030AD   | Breakbulk Cargo, General  | M/T         | \$_____       |
| 0030AE   | 20' Tank Container  | Cont.       | \$_____       |
| 0030AF   | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                  | Cont.       | \$_____       |
| 0031   | <b>Carrier's Terminal, Norfolk to NAS Keflavik,<br/>Carriage of Cargo</b> |             |               |
| 0031AA   | 40' & Over Dry Container, General Cargo                                   | Cont.       | \$_____       |
| 0031AB   | Under 40' Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0031AC   | Breakbulk Cargo, Vehicles   | M/T         | \$_____       |
| 0031AD   | Breakbulk Cargo, General  | M/T         | \$_____       |
| 0031AE   | 20' Tank Container  | Cont.       | \$_____       |
| 0031AF   | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                  | Cont.       | \$_____       |

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|--|--|-------------|---------------|
| <b><u>SECOND ONE YEAR CONTRACT OPTION PERIOD</u></b> |  |             |               |
| <b>INBOUND</b>                                       |  |             |               |
| <b>NAS Keflavik to CONUS</b>                         |  |             |               |
| 0032   | <b>NAS Keflavik to New York (Zone 1),<br/>Carriage of Cargo</b>            |             |               |
| 0032AA   | 40' & Over Container, Dry  | Cont.       | \$_____       |
| 0032AB   | Under 40' Container, Dry   | Cont.       | \$_____       |
| 0032AC   | 40' & Over Dry Container, Vehicles   | M/T         | \$_____       |
| 0032AD   | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |
| 0033   | <b>NAS Keflavik to New York Port Area (Zone 2) ,<br/>Carriage of Cargo</b> |             |               |
| 0031AA   | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0031AB   | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0031AC   | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0034   | <b>NAS Keflavik to Norfolk Port Area (Zone 1),<br/>Carriage of Cargo</b>   |             |               |
| 0034AA   | 40' & Over Container, Dry  | Cont.       | \$_____       |
| 0034AB   | Under 40' Container, Dry   | Cont.       | \$_____       |
| 0034AC   | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0034AD   | 40' & Over Dry Container, Vehicles   | M/T         | \$_____       |
| 0034AE   | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |

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|--|--|-------------|---------------|
| <b><u>SECOND ONE YEAR CONTRACT OPTION PERIOD</u></b> |  |             |               |
| 0035   | <b>NAS Keflavik to the Carrier's Terminal, New York,<br/>Carriage of Cargo</b> |             |               |
| 0035AA   | Breakbulk Cargo, Vehicles  | M/T         | \$_____       |
| 0035AB   | Breakbulk General Cargo  | M/T         | \$_____       |
| 0036   | <b>NAS Keflavik to the Carrier's Terminal, Norfolk,<br/>Carriage of Cargo</b>  |             |               |
| 0036AA   | Breakbulk Cargo, Vehicles  | M/T         | \$_____       |
| 0036AB   | Breakbulk General Cargo  | M/T         | \$_____       |



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|---|---|-------------|---------------|
| <b><u>THIRD ONE YEAR CONTRACT OPTION PERIOD</u></b> |   |             |               |
| <b>OUTBOUND</b>                                     |   |             |               |
| <b>CONUS TO NAS KEFLAVIK</b>                        |   |             |               |
| 0037  | <b>New York Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo</b> |             |               |
| 0037AA  | 40' & Over Dry Container, General Cargo                               | Cont.       | \$_____       |
| 0037AB  | Under 40' Dry Container, General Cargo                                | Cont.       | \$_____       |
| 0037AC  | 40' & Over Refrigerated Container, Refrigerated Cargo                 | Cont.       | \$_____       |
| 0037AD  | 40' & Over Dry Container, Vehicles                                    | M/T         | \$_____       |
| 0037AE  | Under 40' Dry Container, Vehicles                                     | M/T         | \$_____       |
| 0038  | <b>New York Port Area (Zone 2) to NAS Keflavik, Carriage of Cargo</b> |             |               |
| 0038AA  | 40' & Over Dry Container, General Cargo                               | Cont.       | \$_____       |
| 0038AB  | Under 40' Dry Container, General Cargo                                | Cont.       | \$_____       |
| 0038AC  | 20' and Over Tank Container   | Cont.       | \$_____       |
| 0038AD  | 40' & Over Refrigerated Container, Refrigerated Cargo                 | Cont.       | \$_____       |
| 0039  | <b>Norfolk Port Area (Zone 1) to NAS Keflavik, Carriage of Cargo</b>  |             |               |
| 0039AA  | 40' & Over Dry Container, General Cargo                               | Cont.       | \$_____       |
| 0039AB  | Under 40' Dry Container, General Cargo                                | Cont.       | \$_____       |

**SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS**

| <u>CLIN</u>   | <u>ITEM DESCRIPTION</u>  | <u>Unit</u> | <u>Charge</u> |
|---|--|-------------|---------------|
| <b><u>THIRD ONE YEAR CONTRACT OPTION PERIOD</u></b> |  |             |               |
| 0039AC  | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                   | Cont.       | \$_____       |
| 0039AD  | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0039AE  | 40' and Over Dry Container, Vehicles                                       | M/T         | \$_____       |
| 0039AF  | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |
| 0040  | <b>Norfolk Port Area (Zone 2) to NAS Keflavik,<br/>Carriage of Cargo</b>   |             |               |
| 0040AA  | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0040AB  | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0040AC  | 40' & Over Refrigerated Container, Refrigerated Cargo                      | Cont.       | \$_____       |
| 0041  | <b>Harrisburg Group to NAS Keflavik,<br/>Carriage of Cargo</b>             |             |               |
| 0041AA  | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0041AB  | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0041AC  | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                   | Cont.       | \$_____       |
| 0042  | <b>Carrier's Terminal, New York to NAS Keflavik,<br/>Carriage of Cargo</b> |             |               |
| 0042AA  | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0042AB  | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |

**SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS**

| <u>CLIN</u>   | <u>ITEM DESCRIPTION</u>   | <u>Unit</u> | <u>Charge</u> |
|---|---|-------------|---------------|
| <b><u>THIRD ONE YEAR CONTRACT OPTION PERIOD</u></b> |   |             |               |
| 0042AC  | Breakbulk Cargo, Vehicles   | M/T         | \$_____       |
| 0042AD  | Breakbulk Cargo, General  | M/T         | \$_____       |
| 0042AE  | 20' Tank Container  | Cont.       | \$_____       |
| 0042AF  | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                  | Cont.       | \$_____       |
| 0043  | <b>Carrier's Terminal, Norfolk to NAS Keflavik,<br/>Carriage of Cargo</b> |             |               |
| 0043AA  | 40' & Over Dry Container, General Cargo                                   | Cont.       | \$_____       |
| 0043AB  | Under 40' Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0043AC  | Breakbulk Cargo, Vehicles   | M/T         | \$_____       |
| 0043AD  | Breakbulk Cargo, General  | M/T         | \$_____       |
| 0043AE  | 20' Tank Container  | Cont.       | \$_____       |
| 0043AF  | 40' & Over Refrigerated Container,<br>Refrigerated Cargo                  | Cont.       | \$_____       |

**SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS**

| <u>CLIN</u>   | <u>ITEM DESCRIPTION</u>  | <u>Unit</u> | <u>Charge</u> |
|---|--|-------------|---------------|
| <b><u>THIRD ONE YEAR CONTRACT OPTION PERIOD</u></b> |  |             |               |
| <b>INBOUND</b>                                      |  |             |               |
| <b>NAS Keflavik to CONUS</b>                        |  |             |               |
| 0044  | <b>NAS Keflavik to New York (Zone 1),<br/>Carriage of Cargo</b>            |             |               |
| 0044AA  | 40' & Over Container, Dry  | Cont.       | \$_____       |
| 0044AB  | Under 40' Container, Dry   | Cont.       | \$_____       |
| 0044AC  | 40' & Over Dry Container, Vehicles   | M/T         | \$_____       |
| 0044AD  | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |
| 0045  | <b>NAS Keflavik to New York Port Area (Zone 2) ,<br/>Carriage of Cargo</b> |             |               |
| 0045AA  | 40' & Over Dry Container, General Cargo                                    | Cont.       | \$_____       |
| 0045AB  | Under 40' Dry Container, General Cargo                                     | Cont.       | \$_____       |
| 0045AC  | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0046  | <b>NAS Keflavik to Norfolk Port Area (Zone 1),<br/>Carriage of Cargo</b>   |             |               |
| 0046AA  | 40' & Over Container, Dry  | Cont.       | \$_____       |
| 0046AB  | Under 40' Container, Dry   | Cont.       | \$_____       |
| 0046AC  | 20' and Over Tank Container  | Cont.       | \$_____       |
| 0046AD  | 40' & Over Dry Container, Vehicles   | M/T         | \$_____       |
| 0046AE  | Under 40' Dry Container, Vehicles  | M/T         | \$_____       |

**SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS**

| <u>CLIN</u>   | <u>ITEM DESCRIPTION</u>  | <u>Unit</u> | <u>Charge</u> |
|---|--|-------------|---------------|
| <b><u>THIRD ONE YEAR CONTRACT OPTION PERIOD</u></b> |  |             |               |
| 0047  | <b>NAS Keflavik to the Carrier's Terminal, New York,<br/>Carriage of Cargo</b> |             |               |
| 0047AA  | Breakbulk Cargo, Vehicles  | M/T         | \$_____       |
| 0047AB  | Breakbulk General Cargo  | M/T         | \$_____       |
| 0048  | <b>NAS Keflavik to the Carrier's Terminal, Norfolk,<br/>Carriage of Cargo</b>  |             |               |
| 0048AA  | Breakbulk Cargo, Vehicles  | M/T         | \$_____       |
| 0048AB  | Breakbulk General Cargo  | M/T         | \$_____       |

**NOTE:** Offerors must submit rates for each line item appearing in Section B.

## **SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

### **C-1 GENERAL**

**C-1.1 Transportation Services.** The Contractor, a vessel operating ocean Carrier, shall provide transportation of lawful cargo by U.S. flag ships or ships operated by Icelandic shipping companies between points and ports in the Continental United States of America (CONUS) as specified in Section B and the point of NAS Keflavik. The Carrier shall maintain regularly scheduled liner term service on this route throughout the period of the Contract via a self-sustaining vessel(s). The Carrier shall provide both breakbulk and intermodal container service, including , but not limited to, inland pickup and delivery of cargo, terminal handling, receiving cargo, releasing of cargo, and loading and discharging operations at the Carrier's ports of call. The minimum acceptable frequency of service shall be a vessel call at Iceland at intervals not to exceed twenty-four (24) days between deliveries to NAS Keflavik. Actual cargo transit time will not exceed ten (10) days from the last loading port in CONUS to the Carrier's port of discharge in Iceland for NAS Keflavik deliveries and ten (10) days from the Carrier's port of loading for cargo originating at NAS Keflavik to the Carrier's first discharge port in CONUS. The Carrier will carry any and all cargoes offered by the Government up to the capacity of the vessels offered for use in this trade, with the exception of those limitations of the Carrier's obligations specified in Section H-7.

**C-1.2 Regulatory Compliance.** The Carrier shall file all rates and terms of this Contract with the Federal Maritime Commission (FMC), the Surface Transportation Board, and/or with other governmental agencies as may have jurisdiction over the services provided by the Contractor as set forth in this Contract. The Carrier agrees to comply with such regulations of the FMC, STB, and/or other governmental agencies as may be applicable for service to the Government in the carriage of military cargo as set forth in this Contract.

**C-1.3 Cargo.** Types of cargo to be carried are military cargo, mail, and any other type of cargo shipped by the Department of Defense in the Defense Transportation System (DTS). All cargo shall be stowed so that it is protected from damage due to exposure to the elements.

**C-1.4 Carriage.** Cargo will be loaded and discharged at terminals at the carrier's port of call. The Carrier shall furnish all containers unless Government owned containers are to be transported. Consistent with vessel safety, when on deck stowage is necessary, containers with mail and personal property will, to the maximum extent possible, be loaded on the bottom tier.

**C-1.5 Reserved**

**C-1.6 Reserved**

### **C-1.7 SEALIFT READINESS PROGRAM.**

The Voluntary Intermodal Sealift Agreement (VISA) has been approved by the Secretary of Defense (SECDEF) as the primary DoD sealift readiness program. VISA Participants receive competitive preference for award of DoD cargo and booking priority applicable to peacetime, exercise and contingency cargo based on their VISA capacity commitments. The DoD Sealift Readiness Program (SRP) is the alternative program to VISA. Both programs are intended to provide a formal agreement between U.S. flag vessel operators and the Department of Defense (DoD) for the acquisition of sealift and related services under less than full mobilization. The VISA program is still under development for full implementation. However, the VISA has been designated as the preferred sealift readiness program for this contract. DoD policy effective 15 January 1998 states the requirement for U.S. flag commercial entities to commit to support DoD contingency/wartime requirements through participation in DoD readiness programs as a condition for receiving DoD business.. To implement this policy, U.S. flag vessel operators, as a condition to receive competitive preference for award of DoD cargo and booking priority applicable to peacetime, exercise and contingency cargo, are obligated to participate in the VISA and to commit to Stage III of the VISA for the period of contract performance. If a Participant subsequent to award voluntarily withdraws from VISA, the offeror commits 50% of its U.S. flag fleet (in vessels) and related equipment to the alternate DoD SRP for the full performance period or any part thereof not covered by the VISA commitment. Offerors are required to complete JTMO Forms 4280/9 and 4280/9A. Commitment to an authorized sealift readiness program is an integral part of this contract and the level of that commitment remains in full force and effect for the performance period of the contract and any periods under which that mobilization commitment is utilized by the DoD.

## **C-2 CONTAINER SERVICE**

**C-2.1 Basic Service.** The Carrier's container service shall consist of furnishing a clean, empty, odor free container on a chassis to the Government at a specific point designated by the Government within the general locations set forth in Section B; moving the stuffed container between this point and the Carrier's commercial terminal; receiving and handling the stuffed container at its loading terminal; loading and transporting the container in the Carrier's vessel; discharging and handling the container at the Carrier's receiving terminal, including obtaining Customs clearance; **and delivering the container on chassis to its inland destination and off-loading from the trailer where government container handling equipment cannot be used. Containers consigned to DECA, Keflavik, will, when requested, be delivered to the DECA warehouse on wheeled chassis; containers will remain on chassis until returned to the Carrier.**

**C-2.2 Spotting Empty Containers.** The Ordering Officer (OO) will provide the Carrier at least two working days notice as to where to spot an empty container unless a shorter notice is agreed upon by the carrier. The notice will include the type, size (LxWxH), and capacity of container required, the name and address of the shipper, the date and a specific time for spotting the container, which will not be later than three working days prior to the vessel cut-off date unless a shorter period is agreed upon by the carrier, and will specify the categories of cargo to be stuffed in container (i.e., General Cargo, Mail/Mail Equipment, Vehicles, or Refrigerated Cargo). The Carrier shall spot the empty container within a delivery window of not later than or prior to one hour of the stated time in the notice.

**C-2.3 Container Pickup.** The Carrier shall pick-up and remove a stuffed container from the Government facility within 24 hours, and an empty container within 72 hours, commencing at 0800 hours on the day following receipt of notification that the container is in all respects ready to be transported, unless this requirement is waived by the OO. Time will not run during Saturdays, Sundays, and locally observed holidays.

**C-2.4 Chassis Requirement.** Containers delivered to the Government shall be on chassis which shall remain with the containers while they are in the custody of the Government unless this requirement is waived by the OO. Chassis provided by the Carrier shall be compatible with Government-furnished tractors unless this requirement is waived by the OO.

**C-2.5 Empty Containers.** When the Government requires stuffing at a place not set forth in Section B, the Carrier shall make empty containers on chassis available at its terminal. Line-haul from such location to the place of stuffing and return shall be arranged by and performed at the expense of the Government.

**C-2.6 Inland Delivery.** The Carrier shall contact the consignee to establish a delivery time. Unless delay is requested by the OO, the Carrier, after the discharge of the container from the vessel or after custom clearance, whichever occurs later, will commence inland transportation within one (1) working day for containers loaded with mail or refrigerated cargo and two (2) working days for containers loaded with dry cargo with the exception that vehicles in containers will be delivered within forty-eight (48) hours after the container has been discharged from the vessel. Time shall not run on Saturdays, Sundays, or locally observed holidays. Upon delivery, the Carrier will present the consignee with a delivery receipt which shall include: destination warehouse, pieces, weight, cube, description of cargo, and TCN for the container. The carrier's drayage or line-haul service shall consist of delivery of the container on a chassis at a place designated by the OO and spotted at a specific available point (such as a warehouse door or loading platform), designated locally at the time of arrival by the receiving activity, for stuffing or unstuffing, the transportation of the stuffed container between such place of loading and the carrier's terminal and the removal of the empty container after unstuffing. Drayage/line-haul service, within the meaning of this provision includes the spotting of the container at one location



at the stuffing or unstuffing activity. The inland cargo transit after commencement of oncarriage for delivery shall not exceed one day for every 300 miles of the shortest road distance from the port of discharge to the final delivery point.

### **C-2.7 Ancillary Services.**

**C-2.7.1 Heavy Lift Charges.** Heavy Lift Service shall not be required in this Contract and therefore Heavy Lift Charges are not applicable.

**C-2.7.2 Tank Containers (Inbound, NAS Keflavik to CONUS).** The Carrier shall provide intermodal service for the movement of bulk cargo in tank containers. The Carrier will be paid for this service in accordance with the rates set forth in Section B of the Contract. Tank containers shall be Carrier provided unless otherwise specified by the OO or in the case of the transport of deicing fluid. (Section C-2.7-3).

**C-2.7.3 Deicing Fluid in Tank Containers (Outbound, CONUS to NAS Keflavik).** The Contractor shall transport deicing fluid in bulk intermodal tank containers. This specific cargo shall be offered in a Government-provided tank container in a cradle, but without a chassis. This cargo has been determined to be not hazardous for shipping by the Secretary of Transportation and the International Maritime Organization.

### **C-2.8 Refrigerated Containers.**

**C-2.8.1 General.** Self-sustaining refrigerated containers in good working order shall be delivered to the stuffing activity precooled to the intransit temperature specified by the Government. Such containers will be maintained at an internal temperature within three (3) degrees Fahrenheit of the specified intransit temperature from the time of initial stuffing until unstuffed at final destination. For Chilled Cargo in refrigerated containers only, the intransit temperature specified in the booking/shipping order for service shall be maintained by the Carrier at an internal temperature within plus or minus two (2) degrees Fahrenheit of the specified temperature from the time of initial stuffing until unstuffing at final destination, provided that such variance does not allow cargo freezing. The Carrier will be compensated for this service in accordance with the rates set forth in Section B of the Contract.

**C-2.8.2 Carrier Inspection of Contents.** Upon receipt, the Carrier may open stuffed refrigerated containers to inspect the condition, stuffing, or the temperature of the cargo. When the Carrier is of the opinion that the cargo is unsuitable for shipment to the specified destination, the Carrier shall immediately advise the OO of such condition, and request a written decision regarding shipment of the container.

**C-2.8.3 Temperature Recording.** The Carrier shall furnish an operable continuous temperature recording instrument in each refrigerated container ordered. The instrument shall measure and record in a legible manner any variation in temperature of one degree Fahrenheit or more inside the container during the time it is stuffed with cargo. The original printed record of the temperature maintained during the transit from origin to destination shall be made available for inspection by the receiving activity when the container is delivered. Upon request of the consignee, a copy of the original record shall be provided to the receiving activity within 5 days.

**C-2.8.4 Maintenance.** It is the sole responsibility and cost of the Carrier to maintain its refrigerated container equipment in good working order.

### **C-3 BREAKBULK SERVICE**

The Carrier's breakbulk service shall consist of receiving cargo at the Carrier's Norfolk, VA and New York, NY port terminal(s) in CONUS for cargo destined for Iceland (outbound cargo) or at NAS Keflavik for cargo destined to CONUS (inbound cargo); transporting the cargo between NAS Keflavik and the Carrier's port terminal in Iceland for inbound cargo; loading and transporting the cargo in its vessel(s); discharging the cargo at its receiving terminal(s) in CONUS (Norfolk, VA and New York, NY) or Iceland; and delivering the cargo to NAS Keflavik for outbound cargo. Breakbulk service shall be provided in accordance with the terms and conditions for containerized service, as applicable. Unless otherwise specified, all breakbulk cargo shall be carried with protected stowage on board the Carrier provided vessel. The coating of any breakbulk cargo with any protective substance by the Carrier is expressly prohibited unless authorized by the OO in writing. Breakbulk cargo carried and stowed underdeck, unless directed by the OO, shall be for the convenience of the Carrier and considered to be protected stowage. When underdeck stowage is directed by the OO and performed by the Carrier, the surcharge under Section G-5.4 shall apply.

### **C-4 DOCUMENTATION**

**C-4.1 Load Port.** The Carrier shall, by mutually agreeable means, provide the cognizant MTMC activity and the activity responsible for cargo documentation with the information set forth below in connection with cargo loaded at each port.

**C-4.1.1 Receipt Information.** The following information shall be provided within four working hours after cargo is received: Carrier name, port of loading, date cargo is received at port, container number with ALFA prefix, TCN, and seal and/or keyless lock number.

**C-4.1.2 Cargo Receipt.** The Master shall sign the manifest or receipt acknowledging receipt of the cargo in apparent good order and condition or he shall specify thereon any apparent damage to or shortage of such cargo or any other specific exception to the cargo as listed on the manifest or receipt. For containerized cargo both received by the Carrier and delivered at destination under seal, the Master's receipt acknowledges only the apparent good order of the container.

**C-4.1.3 Container/Breakbulk Cargo Lift Information.** The following information shall be provided within eight hours after vessel departure: name of vessel and voyage document number, container number with ALFA prefix, TCN, port of discharge, final destination, general description of container contents (i.e., general cargo, mail/mail equipment, POV, other vehicles, refrigerated cargo), and seal and/or keyless lock number.

**C-4.1.4 Discrepancy Reports.** The Carrier shall provide both the cognizant MTMC activity and local activity responsible for cargo documentation a listing by container number and TCN of containers which were booked but not loaded, or loaded but not booked, and the reasons why the containers missed their appropriate scheduled sailing. Such notification shall not relieve the Carrier of its obligations under this Contract to fulfill the original cargo booking commitments. Additionally, if a seal on any container has been broken and/or replaced while in the Carrier's custody, the Carrier shall notify the OO with a complete report, within 24 hours of discovery of the broken and/or replaced seal, as to the circumstances and the reasons therefor.

## **C-4.2 Discharge Port.**

**C-4.2.1 Cargo Delivery/Customs Information.** The Carrier shall provide the receiving activity, NASKEF, Iceland (Transportation Branch, Material Division), a CBL containing an 18 digit numerical code on the consignee shipment originating at each port of loading, including containers ALFA prefix and number, shipments weight, and measurement ton. Such notice should be given at least 72 hours prior to arrival and should indicate the ETA and any variation from or correction to information previously furnished.

**C-4.2.2 Cargo Discharge.** The Carrier shall provide the MTMC activity having cognizance over each port where containers are discharged with a discharge report. This report shall be provided for each container discharged as soon as practicable after discharge, but not later than twenty-four (24) hours prior to either the commencement of drayage/line-haul or availability for drayage/line-haul and shall include the following: name and voyage number of vessel making delivery; name and voyage number of original carrying vessel if transshipped; date, time and mode of commencement of drayage or line-haul from discharge port to inland destination; container number; and consignee.

**C-4.3 Operational Reports.** The Carrier shall provide both the Contracting Officer and the ACO notice within twenty-four (24) hours of any operational shortfall that occurs or may occur in the performance of this Contract. Examples of operational shortfalls include, but are not limited to, sailing delays, lack of availability of containers, strikes, receiving delays, and port backlogs.

**C-4.4 Vessel Schedule.** The Carrier shall provide an updated sailing and arrival schedule to MTMC and to NAS Keflavik every 90 days through the period of the Contract. Any change to the projected schedule must be immediately submitted in writing to the COR. Further, the Carrier shall notify the Government activity having cognizance over each port where Government cargo is to be discharged under this Contract of the impending arrival of the vessel. Such notice shall be given at least 48 hours prior to vessel arrival and shall indicate any variation from or correction to information previously furnished.

## **C-5 ELECTRONIC DATA INTERCHANGE (EDI)**

### **C-5.1 Electronic Data Interchange (EDI) Participation**

(a) Electronic exchange of booking and intransit status data is required by this contract. EDI is the preferred method for exchange of this data. However, an acceptable alternative is listed below in paragraph (c).

(b) Carriers electing to participate in the MTMC EDI are required to execute a Trading Partner Agreement (TPA) with MTMC. This is an umbrella document that describes the use of electronic media and electronic signatures; and establishes EDI transactions as legally enforceable in lieu of signed paper documents. Carriers who have not executed TPAs with MTMC for ocean cargo booking and ITV transactions will initiate a TPA with MTMC no later than 14 calendar days after contract award. The TPA will be approved upon successful completion of transmission tests for each transaction set.

(c) Carriers shall receive booking data (300) and cancellation data (303) from MTMC, and shall send booking confirmation (301) and intransit status (315) data to MTMC. Carriers shall provide the Government status reports for the following events:

| <i>Code</i> | <i>Meaning</i>                 | <i>Notes</i>   |
|-------------|--------------------------------|--|
| EE          | Empty spotted                  | Empty container outgate is acceptable in lieu of actual spot report. |
| W           | Loaded container depart origin | Required only if carrier provides origin inland dray/line-haul       |
| I           | In-gate at POE                 |  |

|    |                         |   |
|----|-------------------------|---|
| VD | Vessel sails            | This report is required at POE and at transshipment ports         |
| VA | Arrival notice          | Report ETA at POD 3 days prior to scheduled vessel arrival at POD |
| A  | Vessel arrival          | Report actual vessel arrival                                      |
| UV | Vessel discharge        | This report is required at POD and at transshipment ports         |
| OA | Out gate from POD       |   |
| X1 | Deliver to consignee    |   |
| EC | Empty container pick up |   |

OPTION: Carriers may choose to receive and respond to booking requests and report event status of cargo using MTMC provided internet based systems. The Government will provide instructions/training on use of this system.

(d) Implementation Conventions. The 300, 301, 303 and 315 transaction sets are described in detail in the implementation conventions. Copies of the IC's, when approved, can be obtained from <http://www.lmi.org/dtedi>.

(e) This contract includes, by reference, the approved Implementation Conventions for the 300,301,303 and 315 transaction sets. Changes to the IC's are initiated through the Automated Carrier Interface (ACI) Committee which is composed of both government and carrier members. Carriers holding JTMO contracts that require EDI are, or will be, voting members of the ACI Committee. Changes approved by the ACI Committee are forwarded to the EDI governing committee(s) for approval and publication. This contract incorporates changes as may be approved by the ACI Committee for implementation in accordance with the schedules approved by the ACI committee.

(f) At time of contract award MTMC will be transitioning from manual and TDCC formats to ANSI X12 standards. Cargo booking sets 300, 301 and 303 will migrate to ANSI X.12 version 3060. The transition of MTMC systems from TDCC is scheduled to be complete by March 1998. ITV status transaction set 315 will migrate from ANSI X12 version 3030 to version 3060.

(1) Carriers exchanging booking transactions in the TDCC format at time of contract award will convert to ANSI X12 formats by 1 March 1998 or upon suspension of booking operations at MTMC Eastern and Western Area offices, whichever is later.

(2) Carriers not exchanging booking transactions in TDCC format at time of contract award will begin exchanging booking transactions in the ANSI X12 format for shipments originated by the CONUS booking office no later than the effective date of this contract.

(3) Exchange of EDI booking transactions for shipments originated by OCONUS booking offices will be implemented concurrent with implementation of IBS at OCONUS booking offices. Carriers will be provided at least 90 days advance notice of requirements to begin exchanging EDI booking transaction with OCONUS booking offices.

(4) Carriers will begin EDI/ITV status reporting no later than the effective date of the contract.

(g) Carrier Payment

(1) MSC has been working with interested carriers on standardized EDI Invoice and Remittance formats for sealift services. MSC/JTMO's system to accept these invoices will not be implemented until after the Iceland contract becomes effective. Paper invoicing will be required until MSC/JTMO and individual carriers are fully ready for the change over to electronic. Carrier participation is encouraged.

(2) Automated fund transfer (AFT) is the required method of payment. Carrier not yet authorized AFT must provide bank and account information necessary to implement AFT.

(h) Carrier submission of vessel schedules.

(1) Carrier will provide copies of its vessel schedules to the cognizant MTMC booking offices at least 45 days prior to the earliest voyage sail date. Schedules should include all direct and feeder service connections included in the carrier's offer. In the event the vessel schedule is changed, the carrier shall provide a revised schedule within one day. Only those schedules submitted in compliance with the vessel schedule submission media and format requirements of this section will be used to determine whether a carrier provides a schedule meeting the delivery requirements of the cargo as required by the cargo booking policy, Section H-4.

(A) Hardcopy or fax schedules will be provided to OCONUS booking offices.

(B) Electronic submission of schedules to the CONUS booking office is required.

(2) Effective 15 FEBRUARY 1998, the carrier will enter their new schedules on Integrated Booking System's, (IBS), "Commercial Carrier Vessel Schedule" web page. Carriers will also maintain schedules that are posted in the system (to include schedules that were posted to IBS by the booking office prior to the contract award date).

(3) Training materials that include instructions for obtaining passwords, accessing the internet based vessel schedule entry system, and entering data will be provided by 15 FEBRUARY 1998. Training sessions will also be provided by the IBS Project Management Office (PMO) in the Washington DC area. Training sessions will be scheduled between contract

award and prior to its effective date. In the event the training materials and training sessions are not made available to carriers in a timely manner, the date for carriers to begin submitting schedules via IBS' Commercial Carrier Vessel Schedule web page will be delayed until such time as training materials and training sessions are made available. During this time carriers will provide the cargo booking offices with fax or hard copy schedules which will be maintained within IBS.

(4) The Vessel Schedule will contain the following data elements. The carrier will update and maintain data marked with a "\*":

- \* Vessel International Radio Call Sign (IRCS)  
Vessel name (Translation from IRCS provided by IBS)
- \* Commercial Voyage
- \* Commercial Voyage Year  
SCAC (Provided by system; translation from booking carrier) Booking Carrier Code (Provided by IBS from login)  
Booking Carrier Name (Provided by IBS; translation of Booking Carrier Code)
- \* Vessel Operator  
MSC/Commercial Indicator (Always blank for commercial carriers)
- \* Route Index
- \* Port ID (MILSTAMP port code; enter or select from a pick-list provided by IBS)
- \* POE/POD (Indicator to show which ports on the schedule are for load and which for discharge)
- \* Scheduled Vessel Arrival Date at the port \*Scheduled Vessel Departure Date at the port
- \* Dry Cutoff Date; report for POEs only \*Reefer Cutoff Date; report for POEs only
- \* MILSTAMP vessel status code
- \* Feeder/ Direct. Indicator to show whether the port is served by the vessel named in the schedule. The name (IRCS) of the feeder vessel is also required.

(5) Vessel information provided by carriers as part of their proposal will be posted to IBS by the start of the bookings under this contract. Carriers will provide the cargo booking office with updates and changes to information provided on vessels offered for service under this contract. Information required by the booking office would include:

IRCS  
Ship Name  
Vessel flag (Country)

(i) Liquidated damages.

(1) Timeliness of initial submissions. Voyage data provided to MTMC less than 45 days before the earliest sail date on the voyage will be considered a late submission and the carrier shall be assessed a liquidated damage of \$250 per voyage. Damages will be assessed at the expiration of the contract.

(2) Reliability. Carrier shall provide timely notice of schedule changes. Actual POD arrivals of more than two days from the scheduled POD arrival dates in effect 7 days prior to sail date will be considered as unreliable and subject to liquidated damages of \$50 for each port POD on the schedule with delivery slippage of more than two days. Damages will be assessed at the expiration of the contract

(j) Exceptions to EDI requirements: As circumstances warrant, the PCO may unilaterally modify the contract, in whole or part, and exempt carrier from specific EDI requirements. This modification may be for a specified time period, or for the duration of the contract.

(k) EDI addressing and testing requirements information will be provided by HQMTMC (JTMO). Point of Contact to address any questions is Mr. Joe Crandell, Tel (703) 681-6717.

## **C-6 PORT TO POINT SERVICE**

The Carrier's port to point service shall consist of spotting an empty container at the Carrier's Norfolk/New York terminal as directed by the OO; receiving stuffed containers at the terminal; loading and transporting the cargo in its vessel; discharging the cargo at its receiving terminal; and transporting the container to NAS Keflavik. Port to point service shall be provided in accordance with the terms and conditions for containerized service, as applicable.



## **SECTION D - PACKAGING AND MARKING**

### **D-1 CONTAINER IDENTIFICATION**

Containers shall be clearly marked to indicate the name of the Carrier. Leased containers utilized under this Contract shall have the name of the Carrier, affixed with stencils or stickers, in letters of not less than three (3) inches in height. As a minimum, such identification will be affixed to each end of a leased container.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E-1 QUALITY ASSURANCE PROGRAM (QAP)**

The Government will monitor the Carrier's performance under this Contract through its Quality Assurance Program (QAP), which will consist of continuing evaluation of all services including documentation provided by the Carrier. The Quality Assurance Program does not place any additional requirements on the Carrier. The plan is to be used for administrative purposes only and does not reflect a change in Contract requirements. To the extent that any conflict may arise between this plan and the substantive provisions of Military Sealift Command Iceland Solicitation No. N00033-97-R-6611 and the resultant Contract(s), then the substantive portions of the Iceland Solicitation No. N00033-97-R-6611 and the resultant Contract(s) shall apply.

### **E-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (Jun 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

| <u>Clause</u> | <u>Title and Date</u>                           |
|---------------|---|
| 52.246-04     | Inspection of Services - Fixed Price (Aug 1996) |

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F-1 EFFECTIVE DATES**

**This Contract shall be in effect for all cargo booked to the Carrier or its agent for sailings on or after 0001 hours local time from 1 May 1998 and shall remain in force for all cargo booked to the Carrier or its agent for all sailings scheduled on or before 30 April 2000 or, if the First Option is exercised, through 30 April 2001, or if the Second Option is exercised, through 30 April 2002, and if the Third Option is exercised, through 30 April 2003.**

### **F-2 LIQUIDATED DAMAGES**

LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT  
FAR 52.211-11 (APR 1994)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this Contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay or time specified in the Contract the sum(s) as specified elsewhere in the Contract with the exception of Contractor reporting which shall be payable at the sum of \$50.00 per day per report until submitted and for late vessel calls or excess transit in breach of Section C-1.1, the Contractor shall pay the Government the sum of ONE THOUSAND DOLLARS (\$1,000) for each calendar day or part thereof of delay.”

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this Contract in whole or in part under the Default - Fixed Price Supply and Service clause in this Contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default- Fixed Price Supply and Service clause in this Contract.

### **F-3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (Jun 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they

were given in full text. Upon request, the Contracting Officer will make their full text available.

| <u>Clause</u> | <u>Title and Date</u>               |
|---------------|-------------------------------------|
| 52.242-15     | Stop-Work Order (AUG 1989)          |
| 52.242-17     | Government Delay of Work (APR 1984) |

## **SECTION G - CONTRACT ADMINISTRATION**

### **G-1 ADMINISTRATIVE CONTRACTING OFFICER**

**The Administrative Contracting Office (ACO) that shall perform contract administration for this contract is the Military Traffic Management Command (MTMC), ATTN: MTAQ-J, Room 107, 5611 Columbia Pike, Falls Church, VA 22041-5050, (703) 681-5633 or FAX (703) 681-6146, or DDN CrimK@baileys-emh5.army.mil.**

### **G-2 SHIPPING ORDERS**

When transportation services are ordered under this Contract, a shipping Order substantially in the form of the Clearance Order/Shipping Order (MSC Form 4612/1) (Attachment 2) will be issued by the Government. The Government will prepare all necessary papers including vessel papers or manifests listing the cargo stowed in containers aboard the vessel. Such papers, including vessel papers or manifests, shall be receipted by the Carrier or its agent, and shall be evidence of ownership. These documents and the Shipping Order shall be deemed to be an Order within the meaning of the Ordering Clause (FAR 52.216-18). The OO will provide the Carrier with written notice of the Government activities authorized to issue Shipping Orders.

### **G-3 CONTAINER SIZE ORDERED/PROVIDED**

When ordering containers from the Carrier, the OO will specify the type, length, height, and capacity of the container required. The Carrier shall not furnish a container of a different type or cubic capacity than that ordered without the written consent of the OO. If the OO allows the Carrier to substitute a larger size container than booked, and the loaded shipment does not exceed the cubic capacity of the size container originally ordered, the Government shall pay for the size ordered. If the loaded shipment exceeds the cubic capacity of the size container originally ordered, the Government will pay for the size container actually furnished.

### **G-4 APPLICATION OF RATES**

**G-4.1 Expression of Rates.** All rates appearing in Section B are stated in U.S. dollars and cents by commodity per the applicable unit of measure and apply to all cargo moving under this Contract.

**G-4.2 Containerized Cargo.** General cargo (including mail/mail equipment), refrigerated cargo,

neo-bulk cargo (bulk commodities in tank containers), shall be freighted at the appropriate per container rate(s) stated in Section B. Mixed loads of general cargo and vehicles shall be freighted at the general cargo container rate.

G-4.2.1 Containers stuffed with vehicles shall be freighted at the applicable measurement ton rate stated in Section B applicable to the manifest measure of the vehicles. Vehicles shall be freighted on the basis of extreme dimensions as offered for shipment not to exceed the maximum inside cubic capacity of the container.

**G-4.3 Breakbulk Cargo.** Breakbulk cargo shall be freighted by applying the applicable rate(s) to the manifested measurement tonnage of the cargo. Cargo booked as breakbulk cargo will be so freighted, regardless of whether containerized for the Carrier's convenience.

**G-4.4 Accessorial Charges.** Accessorials are not applicable under this Contract.

## **G-5 EXCEPTIONS TO GENERAL APPLICATION OF RATES**

**G-5.1 Carrier imposed weight restrictions.** When a container is precluded from being utilized to its maximum capacity because of Carrier imposed restrictions which limit the weight carrying capacity below the maximum weight carrying capacity of the container, the cargo shall be freighted at the applicable per container rate applied to the manifest measure of the cargo applied pro-rata to useable carrying capacity (e.g., if the maximum capacity of the container is 20,000 lbs, but the restricted capacity is 15,000 lbs, the container will be freighted at 75% of its usual per container rate). Containers on which such restrictions are imposed shall not be utilized under this Contract if unrestricted containers are available for the required service from the other Carrier awarded a Contract pursuant to solicitation N00033-97-R-6611.

**G-5.2 Government Furnished Containers.** The Carrier's charges for through transportation of commercially acceptable Government containers will be ninety-five percent of the appropriate container rate for that cargo commodity when shipped in dry or flatrack containers and 70% for tank containers. The Carrier's charges for empty Government containers shall be one-half the appropriate rate for that container type. When detention is incurred on the Carrier's chassis in connection with service provided for Government containers, the chassis detention rates will apply.

**G-5.3 High Cube Containers.** If the Government orders the use of a high cube (9'6" high) 40 foot and over container, the Carrier will be paid 110% of the appropriate container rate in Section B.

**G-5.4 Under Deck Stowage.** If the OO directs the Carrier to stow breakbulk cargo under deck,

the Carrier will be paid by the Government a surcharge of \$40 per measurement ton in addition to the appropriate breakbulk rate stated in Section B, provided that the cargo is stowed below deck. The Carrier shall not be entitled to the Under Deck Stowage surcharge if the Carrier stows the cargo below deck for their own convenience or the OO does not direct the Carrier to stow the specified breakbulk cargo below deck.

## **G-6 PAYMENT**

**G-6.1 Entitlement.** Freight shall be earned only upon delivery of the cargo at the ultimate destination set forth in the Shipping Order or applicable amendments thereto. Freight shall consist of the sum of all payments due for services actually furnished in accordance with the Shipping Order calculated at the rates set forth in Section B.

**G-6.2 Submission of Invoices.** Invoices shall be submitted in accordance with the Standard Billing Instructions (Attachment 7). The Carrier shall submit properly certified invoices or vouchers to the Joint Traffic Management Office, Atlantic, Accounts Payable (N8), Building 42, Seventh Floor, Military Ocean Terminal, Bayonne, New Jersey 07002 . Freight invoices must be submitted to MSCLANT no later than six (6) months from the cargo delivery date. Freight invoices received after that time will not be certified for payment and the Carrier waives any right to payment thereafter.

**G-6.3 Determination of Delivery.** Delivery of the stuffed container or breakbulk cargo, if inland delivery service required, at ultimate destination and accomplishment of the Shipping Order may, for purposes of payment of freight, be established either by a copy of a receipt signed by the consignee or its agent or upon certification of delivery by the OO based on information available within the Government. For purposes of payment of freight, delivery of container/breakbulk cargo shall be deemed to occur upon placement of the stuffed container at ultimate destination or upon expiration of two working days after the Carrier tenders the stuffed container/breakbulk cargo for delivery at the ultimate destination whichever occurs earlier. The Carrier may notify the MSC paying activity of the date and time of the container arrival at ultimate destination for determination of the two working day basis for payment of freight.

**G-6.4 Withholding of Payment.** If, after delivery of the cargo or container and unstuffing by the Government, there is any damage to or shortage of cargo not definitely known to be the fault of the Government or its agents, and it is considered by the Contracting Officer that withholding of certain monies is necessary to protect the interests of the Government pending final determination of the amount of shortage or damage and the Carrier's liability therefor, the dollar amount of such shortage or damage may be estimated and withheld from sums owing to the Carrier by the Government under any Shipping Order. Likewise, the Government may recover overpayments of freight and may recover charges paid to the carrier for services and supplies

furnished by the Government in connection with the carriage of cargo under one shipping order by withholding from sums due the carrier under any shipping order or Contract.

**G-6.5 Reimbursement.** All charges and expenses incurred for the account of the Government as provided in this Contract and which are not paid directly by the Government or by the consignee shall be paid by the Carrier, which shall be reimbursed upon the presentation of properly supported invoices, including, but not limited to, Carrier's Interchange Receipt and OO certified invoices.

**G-6.6 Payment.** Unless otherwise provided herein, payment shall be made on the basis of freight earned as computed in accordance with paragraph G-6.1 above. In accordance with the Prompt Payment Act, all payments earned on shipments will be made after a) receipt of a proper invoice, in accordance with the procedures outlined above, or b) evidence of delivery as described above, whichever occurred later. The failure of the Government to provide a proper manifest in a timely manner shall not preclude the Carrier from submitting a proper invoice upon delivery of cargo as set forth above.

## **G-7 REFUNDS, REBATES AND CREDITS**

The Carrier agrees that any refunds, rebates, credits or other amounts (including any interest thereon) accruing to or received by the Carrier under this Contract shall be paid by the Carrier to the Government to the extent that they are properly allocable to costs, expenses or reimbursements for which the Carrier has been reimbursed by the Government under the terms of this Contract.

## **G-8 AGREED COST RESPONSIBILITY**

**G-8.1 General.** As a means of facilitating the administration of this Contract, the parties have agreed that certain items of cost anticipated as likely to arise in the performance of their respective duties under this Contract shall be listed. Determinations of responsibility for items of cost agreed by the parties under this Section are intended to be consistent with the substantive clauses of this Contract; provided however, in the event of conflict, the substantive clauses of the Contract shall prevail.

**G-8.2 Responsibility of the Carrier.** The Carrier is responsible for the cost of the following services:

**G-8.2.1** Furnishing and maintaining containers and chassis.

**G-8.2.2** Drayage of containers including: furnishing and maintaining tractors; furnishing drivers; delivery costs of movement of containers, including tractors and driver; highway, ferry, tunnel and bridge tolls; and user taxes.

**G-8.2.3** All costs of vessel operation and all port charges and other expenses charged to the Carrier's vessel.

**G-8.2.4** All stevedoring costs and all costs of loading and discharging and preparation, including special cargo fire or security watch required by port regulations due to loading and discharging operations.

**G-8.2.5** All container terminal costs including: receipt of containers; marshaling of containers; and cleaning containers before stuffing and after unstuffing.

**G-8.2.6** Taxes, dues, fees and other charges (including storage charges levied by governments, ports authorities, or wharfingers) on breakbulk cargo, on the containers, and on their contents, if any, except those charges which are payable by the Government.

**G-8.2.7** Handling charges including terminal tariff handling charges according to the custom of the port; agency fees in connection with port clearance of cargo.

**G-8.2.8** Landing and wharfage charges including: landing charges against cargo in accordance with the regulations of the port, including those billed by port authorities to the ship; and wharfage charges to military cargo.

**G-8.3 Responsibility of the Government.** The Government is responsible for the cost of the following services:

**G-8.3.1** Respot of containers within a Government facility, supply point or vendor's plant.

**G-8.3.2** Container stuffing and unstuffing including: labor employed; packing material and/or dunnage employed; preparing documentation; sealing the container; removal of packing material, dunnage and placards; and sweeping.

**G-8.3.3** Miscellaneous dues, fees and charges including: cargo surveyor fees when services are ordered by the Government or when resulting from dispute between the Government and the Carrier resolved in favor of the Carrier; drayage or line-haul charges listed under Section G-8.2 above when performed by the Government.

**G-8.3.4** Any direct costs of any fines or charges incurred by the Carrier as a result of irregularities in papers supplied by the Government.



**G-8.3.5** Reserved.

**G-8.3.6** Reserved.

**G-8.3.7** Contaminated cargo costs including: fumigation required solely because of contaminated Government cargo, including related costs and detention; crew overtime in connection with standby security watch when required by the OO during loading and discharging; crew wages, fringe benefits and related payroll tax when ship's crew are performing longshore work in cargo operations at the request of the terminal or by custom of the port including members of the steward's department required to prepare additional meals.

**G-8.3.8** Handling charges including customs and other fees, dues and/or taxes charged to the cargo; harbor and quay dues charged to cargo based on local tariffs.

## **G-9 OFFEROR'S PAYMENT ADDRESS**

If the offeror's payment address is different than that shown by the offeror in Block 15A. of SF 33, then the offeror should include such address in the proposal.

## **G-10 SHIPMENTS BY AUTHORIZED AGENTS OF THE GOVERNMENT**

The following provisions apply to shipments by recognized ordering authorities who are agents of the Government and authorized to use contractual rates resulting from this solicitation.

a. Parties to the contract. Parties, on the first part, include the U.S. government and its agents and authorized contractors other than the carrier(s) under this contract, including but not limited to, Code 3 Military Household Goods (MHHG) ITGBL carriers and Point to Point POV Pilot Program (PPPPP) carrier(s) (hereinafter called "the Shipper"), and, on the second part, \_\_\_\_\_ (the ocean carrier). The Government shall be responsible for designated ordering activities as provided at FAR 51.102(f).

b. Carrier(s) party to contracts awarded pursuant to RFP 00033-97-R-6611 will receive written advice from the ACO of those contractors authorized to ship pursuant to rates established under resulting contract award(s).

c. Booking of cargo. The Shipper agrees to offer cargo for booking upon no less than 7 working days notice prior to a scheduled intermodal point or base port departure date unless a later time is agreed upon by the parties for a particular shipment or group of shipments. For such shipments offered on a port to port basis (e.g., specific port zones) by the authorized agent, the

Shipper agrees to offer cargo for booking upon no less than 3 working days notice prior to a base port departure date unless a later time is agreed upon by the parties for a particular shipment or group of shipments. Carriers shall have a maximum of 24 hours to accept an offering of cargo and notify the Shipper of such acceptance.

d. Shipping order. For Code 3 MHHG , the ITGBL carrier will prepare a shipping order substantially in the form of the clearance order/shipping order (JTMO Form 4612/1). For PPPPP shipments , the authorized agent will prepare a shipping order substantially in the form of the shipping order/clearance order (SOCO) (JTMO Form 4612/1). The shipping order shall be evidence of ownership and will constitute the contract of carriage issued to the ocean carrier.

e. Carrier load port. The ocean carrier shall provide the cognizant MTMC activity and the military activity responsible for cargo documentation at each port where containers with Government cargo are loaded with certain information in connection with containers loaded at that port. Container receipt information required at CONUS and designated overseas ports of loading, shall be provided within four hours after a container is received. For ordering activity shipments, container receipt and lift information shall be furnished to the party who ordered the container services stating the Shipping Order number rather than the TCN as used with other DTS shipments (on board ocean bill of lading acceptable.) Container lift information shall be provided within eight (8) hours after vessel departure for CONUS/overseas port. This information shall be provided by a mutually agreeable means and shall indicate as much of the following data for each container received/loaded as is available within that time:

1. Container Receipt Information (CONUS and Designated Overseas Ports of Loading)
  - (a) Name of ocean carrier
  - (b) Port of loading
  - (c) Date container received at port
  - (d) Carrier's container number with ALFA prefix
  - (e) Transportation Control Number (TCN)
  - (f) Seal and/or keyless lock number
2. Container Lift Information (CONUS/Overseas Ports of Loading)
  - (a) Name of vessel and voyage document number
  - (b) Carrier's container number with ALFA prefix

- (c) Transportation Control Number (TCN)
- (d) Port of discharge
- (e) Final destination
- (f) General description of container contents, i.e., General Cargo - Mail/Mail Equipment - Privately Owned Vehicles (POV'S) - other Unboxed Wheeled or Tracked Vehicles - Refrigerated Cargo
- (g) Seal and/or keyless lock number -

Note: The carrier is to notify the ACO if a seal on any container has been broken and/or replaced between the time the carrier accepted the loaded container from the Government and the time of arrival at inland destination or point of Government acceptance from the carrier with a complete report as to the circumstances and the reasons therefore.

f. Carrier discharge port. The ocean carrier shall provide the cognizant MTMC port activity with certain information in connection with containers discharged at that port. For authorized agent shipments, container discharge information shall be furnished to the authorized agent's consignee listed on the Shipping Order stating the Shipping Order number (arrival notice or similarly acceptable notice with discharge noted.) This information, which shall be provided for each container discharged as soon as practicable after discharge, but not later than one day following the commencement of drayage or line-haul, shall include the following:

Name and voyage number of vessel making delivery

Name and voyage number of original carrying vessel if transshipped

Date and time the container was discharged from the vessel

Date, time, and mode of commencement of drayage or line-haul from discharge port to inland destination, container number, and consignee.

g. Weekly lift and authorized agent shipment statistics. The Carrier agrees to provide weekly volume information to the COR for all shipments under this contract with statistics specifically segregated from overall lift. Information shall include, but is not limited to, the number of containers by origin or destination, direction and size of equipment.

h. Payment. The authorized agent shall make payment directly to the ocean carrier for services ordered under this agreement. The carrier will provide written verification of delivery to the ordering activity.

i. Detention invoices. The authorized agent ordering services from the ocean carrier is responsible for certification and payment of all container detention charges applicable in accordance with the contract.

**G-11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (Jun 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

| <u>Clause</u> | <u>Title &amp; Date</u>                         |
|---------------|---|
| 252.201-7000  | Contracting Officer's Representative (Dec 1991) |

## **SECTION H - SPECIAL CONTRACT PROVISIONS**

### **H-1 REFERENCES**

All references in this Contract to "Master" or "Crew" or other ship's personnel shall be deemed to be references to "Carrier's Representative" except when the context precludes such reading.

### **H-2 CENTRAL CONTRACTOR REGISTRATION (CCR)**

Department of Defense (DoD) policy will require all offerors who do business with federal agencies to be registered in the CCR to receive solicitations, awards and payments. The CCR allows Federal Government contractors to provide basic business information, capabilities and financial information one time with changes updated annually. As the single repository for contractor data, the CCR will provide worldwide visibility of sources to Government acquisition personnel and finance officers.

To register, you may obtain an application via facsimile by calling the FAX-On Demand System at 1-703-696-0504. Upon receipt, you may mail or fax the application to:

DoD  
Attn: CCR Assistance Center  
1700 N. Moore Street, Suite 1425  
Arlington, VA 22209  
Tel: 1-888-CCR-2423 or FAX: 1-703-696-0213

You may also input your application directly to the CCR through the interactive World Wide Web application at <http://www.acq.osd.mil/ec>.

All contractors conducting or planning to conduct business with the Military Traffic Management Command are required to register in the CCR as soon as possible to ensure future consideration for receipt of solicitations, awards and payments. Please note that the registration process may take approximately 30 days due to the volume of contractors registering.

### **H-3 LIMITATION OF GOVERNMENT LIABILITY**

#### **H-3.1 Reserved.**

**H-3.2 Dead Freight.** The Government shall not be liable for payment of dead freight.

### **H-3.3 Reserved.**

## **H-4 CARGO BOOKING POLICY**

Cargo designated for shipment will be booked with the U.S. flag carrier or Icelandic shipping company providing acceptable space and a schedule that meets the delivery requirements of the cargo in such a manner that the lowest offeror under RFP N00033-97-R-6611 and the resultant Contract will carry an amount of cargo not to exceed 65 percent of the total military cargo moving between the United States and Iceland. The remainder of the military cargo will be carried by the next low offeror of the other country under RFP N00033-97-R-6611 and the resultant Contract. The lowest offeror shall not be precluded from carrying additional cargo, in excess of 65% of the military cargo, if the other carrier is unavailable for carriage. In calculating the amount of cargo to be booked with each carrier, the OO will include U.S. Department of Defense cargo shipped by the Iceland Prime Contractor (IPC) with either or both carriers, as reported by the U.S. Naval Facilities Engineering Command, Atlantic Division. Within the parameters of the foregoing, as individual lots of cargo become available for shipment, cargo will be booked by individual rate category to the low cost U.S. flag carrier or Icelandic shipping company that provides acceptable space and schedule meeting the delivery requirements of the cargo, considering all services required from point or port of origin to point or port of destination and subject to the limitations specified in this clause. The parties specifically agree that the foregoing may result in varying percentages of cargo being shipped with respect to different categories of cargo and origin to destinations pairings, but that, overall, not to exceed 65% of freight will be carried (but not necessarily 65% of freight earned) by the lowest offeror and the remainder will be carried by the next lowest offeror of the other country. The cargo allocation will be tracked on a quarterly basis beginning with Contract commencement. A quarter shall be considered a three calendar month period. However, for any period at the end of the Contract term which is less than three months, the allocation of cargo for that period shall be combined with the previous quarter. If one carrier is unavailable for all or any portion of a given quarter as a result of carrier fault and the other carrier therefore carries additional cargo during that quarter, the cargo allocated to such carrier during the current or subsequent quarters of the contact period shall not be reduced to offset the additional cargo carried during that quarter.

## **H-5 EXCEPTED CATEGORY CARGO**

Excepted category cargoes are listed below. Pursuant to the Changes Clause (FAR 52.243-1), rates for their carriage may be negotiated by the Contracting Officer prior to booking. The Carrier shall not accept excepted category cargo for shipment unless a rate for its carriage has

been negotiated with the Contracting Officer or the Contracting Officer has issued an unpriced change order. Cargo categories not excepted below and for which specific rates do not appear in Section B, shall be carried at the applicable General Cargo rate.

- Aircraft (unboxed)
- Bulk Cargo (not packaged or containerized or in a vehicle)
- Unusual Size Cargo
- Refrigerated Cargo (CONUS Bound)

## **H-6 GOVERNMENT OBLIGATION**

**H-6.1 Volume of Cargo.** A projection of cargo to move under contracts awarded pursuant to this solicitation is provided in Attachment 4. JTMO does not guarantee the completeness or accuracy of the projection, which is provided for informational purposes only.

### **H-6.2 Volume Commitments**

a. Minimum.

1. During the term of this contract the Government agrees to tender for outbound shipments only a minimum volume of cargo for each firm annual contract period calculated at 766 FEUs of cargo on the route. Such volume shall be booked among all Carriers (in the aggregate) holding outbound contracts that maintain the accepted regularly scheduled service provided, pursuant to section L-6.3 of the solicitation over the term of the contract or any extension thereof.

2. For purposes of this contract, a shipment of cargo in a container of forty (40) foot length shall be counted as one FEU, and a shipment of cargo in a container of twenty (20) foot length shall be counted as one-half (.5) FEU. Breakbulk cargo shall be translated to an FEU equivalent by converting the manifest measure of all such cargo using a conversion of one FEU per 42 measurement tons of cargo tendered. Vehicles shall be translated to an FEU equivalent by converting the manifest measure of all such cargo using a conversion of one FEU per 23.3 measurement tons of cargo. This minimum shall not be commodity specific and may apply to one or all commodities carried by the Carrier, and shall apply to general service trade point/port pairs. Bookings which are tendered to the Carrier up to the maximum space commitment, and which are not accepted by the Carrier for any reason other than force majeure or negligence or fault of the Government, shall be counted against the minimum volume of cargo guaranteed herein.

3. In the event a Carrier holding a contract on the general service trade is unable to transport the minimum volume guaranteed on the route, the ACO reserves the right to make other arrangements to meet such requirements.

4. Each Carrier party to this contract will be guaranteed a minimum of 1 FEU equivalent during the term of the contract. In the event the government fails to ship at least 1 FEU equivalent with a carrier, the government shall pay to that carrier a liquidated damage payment in the amount of \$400.00.

b. Maximum - During the term of this contract, the total cargo to be shipped on the general service trade route, shall not exceed the total FEU vessel capacity of all Carriers holding contracts under this Contract, and which are available to transport cargo on such point/port pairs.

c. Cessation of Funding. If, due to legislative action (or lack thereof) beyond a particular shipper's control, funding ceases to be available for DTS movement of that shipper's cargo, the shipper shall not be held liable for volume commitment liquidated damages associated with cargo shortfall during the period over which funding is unavailable. Total volume commitment will be adjusted at no cost to the Government.

### **H-6.3. Service Commitment.**

a. Space Commitments: Common Carriers shall be obligated to reserve a minimum container capacity for the carriage of General Cargo, vehicles and reefers over the applicable general service route equal to ten (10) percent of the respective vessel's FEU container capacity, for each vessel sailing from CONUS. Ten percent of RO/RO capacity reserved shall be based on square footage measure of space available on a vessel. . Ten percent of breakbulk capacity reserved shall be based on the bale/cube measure of space available on a vessel All contract Carriers shall be obligated to dedicate a minimum container capacity for the carriage of General Cargo, vehicles and reefers over the applicable general service point/port pairs equal to ten (10) percent of the respective vessel's FEU container capacity, for each vessel sailing from CONUS. Ten percent of RO/RO capacity reserved shall be based on square footage measure of space available on a vessel. Ten percent of breakbulk capacity reserved shall be based on the bale/cube measure of space available on a vessel.

1. Space available cargo. In addition to the commitment stated immediately above, the Government may book cargo over and above the guaranteed space requirements provided under this contract. The Carrier shall accept such bookings on a space available basis, and, upon acceptance, shall guarantee space and an assured ocean transit of service for such cargo on the specify vessel sailing to which the cargo is booked.



2. Calculation of space available cargo. Additional cargo shall be counted toward the cargo commitment as contained in section H-6.2.a.(1), above.

b. Frequency of service. The Carrier agrees to provide and maintain regular liner U.S. flag vessel sailings at each CONUS port in accordance with service offered pursuant to section L-6.3.4 of the solicitation. The shipper shall use the Automated Electronically Transmitted Container Data Information (EDI) or the manifest as a basis to verify the Carrier's frequency of service. In the event both EDI and manifests are available, then EDI will be the controlling source of information. Carriers will be allowed a schedule variable of 20% in the number of days rounded up to the next whole day. Examples of the schedule variable are as follows:

| Frequency     | Variable | Calculation                         | Frequency variable                           |
|---------------|----------|-------------------------------------|--|
| every 7 days  | 20%      | $7 \times 20\% = 1.4 \text{ days}$  | $7 + 2 \text{ (rounded)} = 9 \text{ days}$   |
| every 10 days | 20%      | $10 \times 20\% = 2.0 \text{ days}$ | $10 + 2 = 12 \text{ days}$                   |
| every 14 days | 20%      | $14 \times 20\% = 2.8 \text{ days}$ | $14 + 3 \text{ (rounded)} = 17 \text{ days}$ |

c. Service changes.

1. The Carrier may modify its schedule to reflect permanent changes in its regularly scheduled service as offered pursuant to section L-6.3.4. of the solicitation. Such changes in the Carrier's service during the term of the contract may impact the Carrier's frequency of service and/or assured ocean transit. Therefore, frequency of service and/or assured transit times may be modified and liquidated damages shall not apply during a transition period if the following conditions are met: (1) the Carrier provides notice in writing to the PCO thirty (30) calendar days prior to the implementation of the permanent schedule change, along with a revised description of service in the same manner prescribed at section L-6.3.4 of the solicitation; and (2) the PCO determines that the schedule change does not exceed 120% of the originally offered frequency and/or assured ocean transit over the life of the contract, or (3) the PCO waived conditions (1) and (2), above. For the purposes of the Carrier's service commitments under this contract, the revised service will become effective 30 calendar days from the date of written notice to the PCO ("transition period"), and liquidated damages shall apply to the revised service thereafter.

2. The Government will consider exemption from Assured Ocean Transit times and Frequency of Service standards and applicable liquidated damages for carriers that anticipate scheduled drydocking of vessels that call the direct ports listed on the carrier's description of service. Each exception will be reviewed and determined by the ACO based on the extent to which drydocking directly affects the carrier's ability to deliver cargo and provide service on the affected route(s). Each review will be conducted independently of any other, and each determination will stand on its own without regard to establishing precedent. Carriers will

provide the ACO a minimum of 120 days notice of an impending drydock. The Drydock Notice will include the vessels, the routes and port calls involved, the dates of the drydocking, the dates of the change in service, and a description of the carrier's best effort to provide the same level of service, including substitution of vessels and other affected assets. Notices submitted less than 120 days before the dry docking will not be considered. Exemptions will not alter established prices and other terms and conditions contained herein , nor will applicable law and regulation be exempted.

#### **H-6.4. Non-Performance**

a. Frequency of Service. If, for reasons other than Force Majeure, the Carrier fails to maintain sailing frequency within the 20% schedule variable limit as specified in paragraph H-6.3.b. herein, the Carrier shall, in place of actual damages, pay to the Government as fixed and agreed, liquidated damages, for each calendar day of delay, the sum of twenty dollars (\$20) for each container (FEU) based on the number of containers (FEU's) booked to that delayed vessel. Liquidated damages under this paragraph shall be independent of any liquidated damages assessed , herein, or excess costs which may be assessed under the Default clause. As such, liquidated damages are separate and independent of damages resulting from excess costs assessable under the Default clause of this Contract.

b. Assured ocean transit If, for reasons other than Force Majeure, the Carrier fails to deliver the containers within the ocean transit time limits as set forth in it description of service provided pursuant to section L-6.3.4 of the solicitation, the Carrier shall, in place of actual damages, pay to the Government as fixed and agreed, liquidated damages, for each calendar day, or part thereof of delay, the sum of \$35.00 for dry and reefer freeze containers, and the sum of \$100.00 for reefer chilled containers.

c. Government Performance. If, for reasons other than Force Majeure or Carrier inability to transport the cargo, the Government fails to meet the minimum volume cargo commitment as specified in Section H-6.2.a.1., herein, the Government shall, in place of actual damages, pay to the Carrier as fixed and agreed, liquidated damages, in the amount of four hundred dollars (\$400.00), for each container (FEU) in default, and that no further liability shall be incurred by the Government for such cause. Liquidated damages payable to carriers will be divided among the carriers participating on the general service point/port pairs proportionately according to the quantity of cargo carried by each carrier.

d. Liquidated Damage Records. The ACO, will determine if any liquidated damages are due to parties to the contract.

1. For liquidated damages due to the Government, the ACO shall maintain a list of containers in default, frequency of service defaults and assured transit defaults, during each month

of Contract period. The ACO shall send Liquidated Damage Calculation Notice (LDCN) to the Carrier with a copy to the PCO, of the specified defaults within 10 working days after the end of each month of the Contract period. The Carrier will have 10 working days from the date of LDCN to review and provide the ACO with any documentation available to substantiate a correction to the LDCN. The ACO shall have 10 working days to review the Carrier's submission and issue an amended LDCN if required. In the event that the Carrier and the ACO are unable to reach agreement, the ACO shall refer that portion of the LDCN to the PCO for a determination. The Shipper shall offset the amount of any LDCN against monies due and payable under any shipping order at regular intervals. However, no disputed portion of the LDCN shall be offset until the PCO has rendered a decision.

2. For liquidated damages due to the Carrier, the ACO shall submit within 10 working days of the end of each three month period of the contract to the Carrier, with a copy to the PCO, a statement of the quantity of cargo offered under this Contract. A cumulative final statement for the Contract will be submitted within 10 working days of the Contract expiration and payment will be due to the Carrier 30 days after the final statement is issued.

e. Force Majeure.

Liquidated damages shall not be assessed under this section for failure to perform which arises from causes beyond the control and without the fault or negligence of the breaching party. Examples of such causes are Acts of God or of Public Enemies, acts of the Government as either a sovereign or, for purposes of section H-16.4 only, its contractual capacity, fires, floods, epidemics and quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

## **H-7 LIMITATIONS OF CARRIER'S OBLIGATION**

**H-7.1 Cargo Rejection.** Notwithstanding any other provisions of this Contract, the Carrier shall have the right to reject explosives (other than Class 1); dry or liquid bulk cargo (i.e., not packaged, containerized or in vehicles); any species of live animals and other cargo deemed by the Carrier to be dangerous or obnoxious in character. Any such cargo accepted for carriage shall be freighted at the General Cargo rate.

**H-7.2 Unsafe Operation.** The Carrier shall not be required to receive or deliver containers at points or places where it is impracticable or unsafe to operate tractors and chassis due to conditions of roads, streets, or alleys or when prevented from doing so because of fire, acts of God, acts of war, riots, civil commotions, strikes, lockouts, stoppages or restraints of labor or other labor disturbances.

**H-7.3 Hazardous Cargo.** The transportation and handling of hazardous cargo for shipment shall be subject to Title 49 of the Code of Federal Regulations, Part 171 et seq. in force at the time of shipment. The Carrier shall refuse to transport hazardous cargo, either by land or by ocean, which does not conform in all aspects to these regulations and any other applicable U.S. governmental regulations. When the Carrier refuses to pick up a container based on non-compliance with appropriate regulations as stated herein, the Government shall reimburse the Carrier the actual line-haul/drayage charge for such container if the Carrier has made a futile trip in connection with such circumstances as a result of Government failure to comply with applicable hazardous cargo regulations.

**H-7.4 Explosives.** Explosives, other than small arms ammunition and other items included under Class I explosives, are excluded from the scope of this Contract and shall not be carried hereunder.

## **H-8 DAMAGE TO EQUIPMENT**

**H-8.1 Damage to Carrier Equipment.** Should a container, chassis, or any other piece of Carrier equipment be damaged by act of the Government, its agents, employees, or Contractors while such Carrier equipment is in the custody of the Government, its agents, employees or Contractors, the Government shall repair or reimburse the Carrier the least of the following: the reasonable costs of repairs; the fair market value immediately prior to the damage; or the depreciated value on the Carrier's books. The Carrier will assign to the Government any rights, causes of action, or other claims which the Carrier may have against third parties with respect to such damage. The Government shall not be liable for the repair of any damage under this Section unless written notice specifying such damage shall have been given to and acknowledged by the Government or its authorized representative at the time custody of the container or other equipment is returned to the Carrier. Claims submitted under this Section and Section H-8.2 below shall be filed with Commander, Military Sealift Command, Atlantic, ATTN: Code N2, Bayonne, New Jersey 07002.

**H-8.2 Damage to Carrier Vessel or Vessel Equipment.** Should the vessel or its equipment be damaged by act, neglect or failure of equipment of the Government, its agents, employees, or Contractors in loading or discharging the vessel, the Government shall reimburse the Carrier the reasonable costs of repairs and the Carrier will assign to the Government any rights, causes of action, or other claims which the Carrier may have against third parties with respect to such repairs. In the event that any damage should occur to the vessel or its equipment as a result of the joint fault of the Carrier and the Government, payment for such damage shall be apportioned pro rata in accordance with the respective degrees of fault. The Government shall not be liable for the repair of any damage under this Section unless notice specifying such damage and the name(s) of the party or parties causing such damage shall have been given to and acknowledged by the Government or its authorized representative as soon as possible after the occurrence of such

damage, or in any event before the vessel leaves the berth or anchorage where the damage occurred, and provided, further, that the Government shall not be liable for the repair of any damage under this Section if such damage is caused by a Contract of the Government unless demand first is made upon such Contractor by the Carrier and payment therefor has been refused.

**H-8.3 Damage to Government Equipment.** The Carrier shall be liable for loss of or damage to Government containers and chassis while in the Carrier's custody to the same extent that the Government is liable for loss or damage to the Carrier equipment while in the Government's custody. The Carrier will not procure insurance coverage on Government containers and will not be liable for any loss thereof under circumstances covered by the Carrier's war risk insurance on its own containers.

## **H-9 CARGO RECEIPT**

Any receipt signed by or on behalf of the Master shall be without prejudice to the terms, conditions, and exceptions of this Contract, and subject to all of them. The Government fully warrants the accuracy and completeness of all papers and documents supplied by the Government to the Carrier relevant to the shipment of all cargo tendered under this Contract.

## **H-10 GOVERNMENT FURNISHED CONTAINERS**

From time to time the Government may book cargo for carriage in Government-owned or leased containers or may book carriage of empty Government owned or leased containers. It is contemplated that such containers will usually be 20 foot closed top, dry ISO cargo containers, although other types and sizes of containers may be used. The Carrier will furnish any additional equipment, including chassis, necessary for the carriage of cargo in Government containers in accordance with the provisions of this Contract and the requirements of particular Shipping Orders. All provisions of this Contract shall apply to the carriage of cargo in Government containers in the same manner that they apply to the carriage of cargo in the Carrier's container.

## **H-11 IMPROPER DOCUMENTATION**

If the Government does not provide the Carrier with the correct container documentation at the time and location of Carrier acceptance, the Carrier may refuse to accept the container. If the Carrier chooses to pick-up or accept the container, the Carrier shall provide the cognizant MTMC manifesting activity with all the missing receipt or lift data in order that the container can be completely identified for onward movement. This information must be provided within one (1) working day of receipt or lift, or earlier if necessary to meet the scheduled vessel sailing. The

Government shall hold harmless the Carrier, the Master, and the vessel of and from all consequences or liabilities that may arise from any irregularity in the papers supplied by the Government, and shall reimburse the carrier the direct cost of any fines or charges incurred as a result thereof in accordance with Section G-8.3.4 of the Contract.

## **H-12 FAILURE TO SPOT**

**H-12.1 Remedies.** When the Carrier fails to spot an empty container by the designated date and time, the carrier shall be subject to liquidated damages. If, as a result of that failure, there is not reasonable time to allow stuffing and release of the container in sufficient reasonable time to meet the scheduled sailing date of the vessel to which the container is booked, the Carrier shall be liable either for the payment of liquidated damages or for the reimbursement of expenses incurred by the Government to obtain alternate transportation of the container. The Government shall also be entitled to cancel the booking of such cargo.

**H-12.2 Liquidated Damages.** Liquidated damages for failure to spot shall be equal to the detention charges (Attachment 5) for each 24-hour period, or part thereof, from the time and date for spotting until the container is spotted or a new spotting date and time are agreed upon by the OO. Further, if the failure to spot does not allow for Government stuffing and release of the container in sufficient reasonable time to meet the scheduled sailing date of the vessel to which the container is booked, liquidated damages equal to detention charges (Attachment 5) for each 24-hour period, or part thereof, will apply from the completion of loading of the vessel to which the container was originally booked to the time of commencement of loading of the Carrier's next scheduled vessel to the port of destination to which the container was booked. If the Government cancels the booking, the Carrier's liability for liquidated damages shall be limited to the period ending with cancellation.

**H-12.3 Alternate Transportation.** If the Government elects to employ alternate intermodal transportation to move the container to another port, the Carrier shall be liable for any expenses or costs incurred by the Government above the expenses that normally would have been incurred had the container been furnished by the designated time and date.

**H-12.4 Government Responsibility for Failure.** Neither liquidated damages nor charges for Government expenses will be assessed if the Carrier can establish: 1) that the inability to spot the container as agreed is the result of the Government's failure to unstuff and release an empty container to the Carrier within a reasonable time to meet the required spotting date; 2) that it advised the OO of such inability at least seven days prior to the required spotting date; and 3) that the Carrier only accepted bookings which could reasonably be expected to be fulfilled.

### **H-13 DELAY IN SPOTTING**

When the Carrier fails to spot an empty container by the designated date and time, and as a result the Government must incur overtime expenses to enable stuffing and release of the container by the Government prior to the scheduled sailing date of the vessel, the Carrier shall be liable for payment of liquidated damages equal to the total overtime expense incurred by the Government.

### **H-14 OVERWEIGHT CONTAINERS**

**H-14.1 Notification.** At the time of booking, the Carrier shall notify the Contracting Officer if the maximum cargo weight which can be loaded into a container which is to be stuffed by the Government is less than the standard maximum cargo weight capacity for the container, and the reason therefor. Containers on which such restrictions are imposed shall not be utilized under this Contract if acceptable containers are available for the required service from any other Carrier which does not impose a restriction.

**H-14.2 Cost Liabilities.** If the Government stuffs a container with cargo weighing in excess of the container's standard maximum weight carrying capacity or in excess of any lesser weight of which it has been given notice under Section H-14.1, it shall remove, or pay the expense of removing the excess of cargo, reimburse any fines or penalties exacted of the Carrier in moving or handling the excess weight of cargo. All fees or other costs incident to weighing containers shall be the responsibility of the Carrier.

**H-14.3 Carriage of Overweight Containers.** The Carrier shall not refuse to carry a container between a CONUS port and NAS Keflavik that weighs in excess of the local maximum weight allowed by U.S. Federal, state, or local governments if the container can be discharged from the vessel and the excess weight of cargo can be removed or a permit obtained allowing such excess weight without violation of the applicable law, regulation, or ruling that established the maximum weight.

### **H-15 GOVERNMENT FAILURE TO TIMELY RELEASE CONTAINERS**

**H-15.1 Occurrence.** When a container which has been positioned at a Government stuffing facility is not released by the Government within a reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked, thereby precluding the container from being loaded on the vessel, the Government shall have the alternatives set forth below. In no event will the Government be liable for vessel demurrage or dead freight as a result of failure to release a container in time to meet a specified vessel sailing.

**H-15.2 Load on the Next Vessel.** The Government may allow the Carrier to load the container on the next vessel scheduled to the booked port of debarkation and pay the Carrier detention charges (set forth in Attachment 5) from the time of completion of loading of the vessel to which the container was originally booked to the time of the commencement of loading of the Carrier's next scheduled vessel to NAS Keflavik.

**H-15.3 Move to Another Place for Shipping.** The Government may order the Carrier to move the container to another place, including another Carrier's terminal. The Government shall bear all costs of such movement. The Government shall return the container to the Carrier at the port of debarkation and shall pay the Carrier the applicable equipment leasing rate set forth in Section H-44 during the time it is in possession of the Government.

**H-15.4 Unstuff the Container.** The Government may order the Carrier to move the container to another place for unstuffing. The Government shall bear all costs of such movement and shall pay detention charges set forth in Attachment 5, between the time of completion of loading of the vessel to which the container was booked and the release of the empty container.

## **H-16 CARRIER FAILURE TO LOAD CONTAINERS**

**H-16.1 Occurrence.** When a stuffed container is released by the Government within reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked and the container is delayed, through fault of the Carrier, thereby precluding the container from being loaded on the vessel, the Government shall have the remedies set forth below.

**H-16.2 Load on the Next Vessel.** The Government may order the Carrier to load the container on the next vessel scheduled to the same port of debarkation and hold the Carrier liable for liquidated damages equal to detention charges from time of completion of loading of the vessel to which the container was originally booked to the time of completion of loading of the Carrier's next scheduled vessel to the point of debarkation which the container is booked.

**H-16.3 Move to Another Shipping Place.** The Government may order the Carrier to move the container to another place, including another Carrier's terminal, and the Carrier shall bear all cost of such movement. The Government shall return the container to the Carrier at the port of debarkation. The Carrier shall be liable for liquidated damages equal to detention charges commencing at the time of completion of loading of the vessel to which the container was originally booked and ending when the vessel on which the container is loaded sails. The Carrier shall also be liable for freight, and any other expenses, paid by the Government for movement of the container over that freight which would have been paid to the Carrier if it had been loaded as originally booked.



**H-16.4 Return the Cargo.** The Government may elect to return the cargo, in which case the Carrier shall move the container to a place designated by the OO for unstuffing and bear all costs for such movement and unstuffing. The Government shall not be obligated to pay for use of the container. The Carrier shall be liable for liquidated damages in an amount equal to detention charges, commencing at the time of completion of loading of the vessel to which the container was originally booked and ending when the Contracting Officer notifies the Carrier of this course of action.

## **H-17 NO FAULT FAILURE TO MEET SAILING**

**H-17.1 Occurrence.** If a container stuffed with cargo misses the sailing for which it is scheduled due to no fault of the Government or the Carrier, the Government shall have the remedies set forth below.

**H-17.2 Load on the Next Vessel.** The Government may order the Carrier to load the container on the next vessel scheduled to the same port of debarkation. The Government shall pay only for freight and usual charges.

**H-17.3 Move to Another Shipping Place.** The Government may order the Carrier to move the container to another place, including another Carrier's terminal. The Government shall bear all costs for such movement, and shall return the container to the Carrier at the port of debarkation.

**H-17.4 Return the Cargo.** If the Government elects to order the return of the cargo, the Carrier shall move the container to a place designated by the OO for unstuffing. The Government shall bear all costs of such movement.

## **H-18 DELAY OF SCHEDULED SAILING**

**H-18.1 Occurrence.** If the scheduled sailing to which container cargo is booked is delayed, through no fault or failure of the Carrier, more than 96 hours (48 hours for container stuffed with refrigerated or perishable cargo) beyond either the departure time scheduled when the container was ordered, or the time the stuffed container arrived at the Carrier's terminal, whichever is later, the Government shall have the alternatives set forth below.

**H-18.2 Container Release.** The Government may allow the container to move on the delayed sailing.

**H-18.3 Move to Another Shipping Place.** The Government may order the Carrier to move the container to another place, including another Carrier's terminal. The Government will bear all

costs for such movement, including removal of the container from the vessel, if applicable, and placement on a chassis. The Government shall return the container to the Carrier at the port of debarkation.

**H-18.4 Return the Cargo.** If the Government elects to order the return of the cargo, the Carrier shall move the container to another place designated by the OO for unstuffing. The Government shall bear all costs of such movement, including removal of the container from the vessel, if applicable.

## **H-19 STORAGE CHARGES**

When the Carrier fails to pick-up a container from the Government facility within the time period specified in Section C-2.3, the Carrier shall be liable for payment of storage charges computed at the detention rates for each 24-hour period, or part thereof, from expiration of the time described in Section C-2.3.

## **H-20 COMMENCEMENT AND TIME STANDARD OF DELIVERY TRANSPORTATION**

When the Carrier fails to commence inland delivery within the specified time period or comply with the time standard of inland delivery transit, the Carrier shall be liable for payment of liquidated damages, computed at the rates for detention charges for each 24-hour period, or part thereof, in excess of the time periods specified in Section C-2.6, excluding time lost due to delay in commencing delivery pursuant to a request by the OO, labor disturbances, or fault or failure of the Government.

## **H-21 TRANSSHIPMENT OR RELAY**

**H-21.1 Policy.** The Carrier shall not transship or relay cargo, containerized or breakbulk, unless it has received written permission to do so from the OO at the time of booking. The Carrier's request for permission shall include notice of the extent to which it will transship or relay the container between vessels (whether its own or other Carriers') and of the flag of the vessels involved. Transshipped or relayed containers shall be loaded aboard the first available vessel sailing from the port of transshipment or relay. The Carrier shall immediately notify the MTMC representatives at the ports of loading, transshipment or relay, and destination of the name of the vessel and/or Carrier and estimate time of arrival at destination.

**H-21.2 Notification of Arrival.** When delivery of cargo is made by a transshipment or relay vessel, the Carrier will notify the OO of the impending arrival of the cargo at the port of final destination, and will include in such notification, the name, estimated time of arrival, and flag or registry of the ship in which it will arrive; the Carrier's name, the ship and voyage document number to which the cargo was originally manifested; the container number, if applicable; and the names and flags of registry of any other ship utilized for intermediate transshipment or relay.

## **H-22 DIVERSION FOR THE CONVENIENCE OF THE GOVERNMENT**

Upon written direction by the Contracting Officer, the Carrier may route or divert its vessel, for the convenience of the Government, to a port of loading or discharging not on the route for which rates are quoted in Section B. The written direction shall reflect the special routing or diversion and state the agreed additional freight, if any, to be paid by the Government for such special routing or diversion.

## **H-23 TRANSFER OF CONTAINERIZED CARGO**

The Carrier shall not transfer or transload cargo from one container to another without the authorization of the OO, except when such transfer is required to safeguard the cargo during the continuation of the movement. When cargo is transferred from the original container, the Carrier shall immediately so notify the MTMC activities having cognizance over the loading and discharge ports. Such notice shall contain the serial number and seal number of the original container, and of the container to which cargo was transferred, the place where the transfer occurred and the reason for the transfer. When the container to which the cargo was transferred differs in internal cubic capacity from the original container, freight shall be based upon the cubic capacity of the original container.

## **H-24 GOVERNMENT DRAYAGE/LINE-HAUL**

If the booking terms require delivery of the container to the Government at the Carrier's terminal at the port of discharge, the Carrier's obligation under this Contract shall terminate at the time the container with chassis is hooked to the Government tractor or at 0001 hours after the container has been discharged from the vessel, placed on a chassis, cleared for line-haul or drayage by all applicable agencies of the local Government, including Customs, and the OO has been notified that the container is ready for line-haul or drayage, whichever occurs first.

## **H-25 TIME**

**H-25.1 Free Time Allowed.** The total amount of free time in Iceland will be fifteen calendar days. The total amount of free time in CONUS will be ten calendar days.

**H-25.2 Commencement of Free Time.** Time shall commence to run at 0800 hours local time after the container is physically tendered for delivery.

**H-25.3 Running of Time.** Time shall run during any Saturday, Sunday, or locally observed holiday at the place the container is located. Time shall run during any period when clearance by local government agencies is delayed due to the non-availability of documents required for such clearances which are furnished by the Government, provided, that the container is otherwise ready for line-haul/drayage and the OO has been notified of the unavailability of such documents. Time shall run during the period of delay prior to commencement of inland delivery when such delay is requested by the Government.

**H-25.4 No Running of Time.** Time shall not run during any period containers are held due to local labor disturbances.

**H-25.5 Cessation of Time.** Time shall cease to run at 2400 hours on the day the Carrier is notified that the container is released or when the container is returned to the Carrier, whichever is earlier.

**H-25.6 Delivery at Carrier's Terminal.** When the OO elects to take delivery of containers at the Carrier's Terminal at the port of discharge, time shall start to run when the container with trailer is hooked to the Government tractor.

**H-25.7 Refrigerated Containers.** The Carrier is responsible for ensuring that there is enough fuel to sustain refrigerated containers during the free time allowed under this agreement. This fuel shall be provided at the Carrier's expense.

## **H-26 DETENTION**

**H-26.1 General.** In the event the Government holds the Carrier's container longer than the free time allowed, the Government shall pay detention charges as set forth below.

**H-26.2 Computation of Detention.** Detention charges will be paid at the rates set forth in Attachment 5 for each 24 hour period of time, or part thereof, beyond the total allowed free time that the containers are held by the Government. No detention charge will be incurred for time

spent in stuffing containers. Rates are expressed in dollars and cents and apply for containers with or without chassis.

**H-26.3 Refrigerated Containers.** When Government caused delay of a refrigerated container results in payment of detention, the Carrier shall be reimbursed for fuel consumed during the detention period. The compensation payable by the Government will be at the Carrier's actual cost including labor and materials.

**H-26.4 Detention Invoices.** Detention invoices must be submitted to the COR's representative designated to Certify such invoices no later than six (6) months from the date the empty container is returned to the Carrier. Detention invoices received after that time will not be certified for payment and the Carrier waives any right to payment thereafter.

**H-26.5 Chassis Detention.** When Government owned or leased chassis are not provided for carriage of Government owned or leased containers, and the carrier must furnish its own chassis the carrier's chassis will be subject to the same detention and free time provisions as prescribed in Sections H-25 and H-26. When return of chassis to the carrier is delayed by the Government beyond the allowable free time and the chassis is being used solely for the carriage of Government owned or leased containers, the carrier shall assess detention charges as specified in Attachment 5.

## **H-27 USE OF GOVERNMENT TERMINALS**

The Carrier shall pay the Government, represented by the agency operating the terminal, for any services or materials provided in accordance with the rates, terms, and conditions established by that agency if the Carrier utilizes a Government terminal to provide any services under this Contract.

## **H-28 SHIFTING DOCKS**

Within a vessel's port of call, the OO may require the vessel to call at, or shift to a particular dock wharf, place or open roadstead at which the vessel can lie always safely afloat at any time of tide, or at which, in the judgment of the Master, the vessel may lie safely aground, and to and from which the vessel may safely proceed when the aggregate of the cargo to be loaded or of the cargo to be discharged at such location is 300 measurement tons or more. If the OO orders such a call or shift and less than 300 measurement tons of cargo are loaded or discharged, the direct costs of such shift shall be reimbursed by the Government. The calculation of measurement tons shall be 20.3 measurement tons for each TEU if the cargo is containerized and the actual manifest measure of any breakbulk cargo. Nothing herein shall be construed as a warranty by the

Government of berth, or approaches thereto, at facilities owned or operated by or for the Carrier or at other commercial facilities normally utilized by ships of the size as the Carrier's vessel to load and discharge cargo.

## **H-29 CUSTOM OF THE TRADE**

Wherever the standard of performance by either party is not provided under the provisions of this Contract, the "Custom of the Trade" shall be used as a standard of performance. This phrase shall mean the established practice generally accepted by the trucking, rail and marine shipping industries providing transportation services in the geographic trade covered by this Contract.

## **H-30 CUSTOM OF THE PORT**

Wherever the "Custom of the Port" is the standard of performance by either party under the provisions of this Contract, that phrase shall mean the established practice of common carrier operations at commercial facilities in the particular port for ships of the same size and type as the carrier's vessel and with regard to mail or cargo of the same general specifications or characteristics. Where the carrier calls at a port or terminal in which no common carrier service is available, the term shall mean the "Custom of the Port" as defined above, but as established in the port of approximately the same general ocean shipping capabilities nearest to the port or place of call and located within the same political jurisdictions; except that if there is no such comparable commercial port which may be used as a standard for the Government facility, the established practices of the Government for similar operations of its own dry cargo ships at such facility shall establish the "Custom of the Port."

## **H-31 SECURITY**

If the Government notifies the Carrier that the employment or the continued employment of the Master or any member of the crew is prejudicial to the interests or endangers the security of the United States of America, the Carrier shall make any changes necessary in the appointment(s). Any costs to the Carrier occasioned by such changes shall be reimbursed by the Government.

## **H-32 SAFETY IN LOADING AND DISCHARGING OF CARGO**

The Carrier shall comply with all applicable provisions of Public Law 91-596, 84 Stat. 1590 (approved December 29, 1970) known as the Occupational Safety and Health Act of 1970 (29 USC 655, ex. seq.) and with the standards promulgated thereunder by the Secretary of Labor for

Safety in loading and discharging of cargo. **Note:** The OSHA responsibility of Department of Defense Contractors is set forth in Defense Acquisition Circular 76-1 (30 Aug 1976), Item XXIII.

### **H-33 POSITION REPORTS**

When specifically requested by the ACO or COR, the Carrier shall furnish the Government with the daily noon position of vessels serving this Contract.

### **H-34 SUBSTITUTION**

If the Carrier wishes to materially change its service or to substitute another vessel or other equipment for the vessel or equipment initially offered for service, the Carrier must submit to the Contracting Officer a written request detailing such change and the impact on the service provided. The Carrier shall not implement such a change without the written consent of the Contracting Officer.

### **H-35 WAR RISK**

#### **H-35.1 Reimbursement.**

H-35.1.1 Normal Port Calls. In the event it is necessary for the vessel's owners to pay premiums to extend the coverage of crew, hull and machinery, and protection and indemnity insurance and insurance covering the loss and damage of containers while aboard the vessel to include war risks in excess of premiums on such war risk coverage on the date the Carrier's rates were submitted under this Contract, or to pay crew war risk bonuses as a result of the vessel entering a war risk area, the Government shall reimburse the Carrier for a percentage of such extra premium and bonus payments based on the ratio existing between the cargo carried for the account of the Department of Defense which is loaded or discharged at ports within the war risk area and the total cargo aboard the vessel which is loaded or discharged at ports within the war risk area.

H-35.1.2 Government Requested Port Calls. If Carrier is ordered to any port, place, zone, or route involved in a state of war, warlike operations or hostilities, civil strife, or piracy (whether there be a declaration of war or not) where she might reasonably be expected to be subject to capture, seizure, arrest, or hostile act by a belligerent power (whether de facto or de jure), it shall be unreasonable for the Carrier not to prosecute said instructions if insurance against said risks is then available commercially or under a Government program. In the event of the existence of said risks, the Government shall reimburse the Carrier for all such

excess premium and bonus payments and for the extra cost of cargo war risk insurance premiums on commercial cargo aboard the vessel at the time of entry into the war risk area.

H-35.1.3 Government Provided Insurance. If commercial marine, war risk, and liability is not available or if marine, war risk, and liability insurance through the Secretary of Transportation under Sections 1202-1205 of the Merchant Marine Act of 1936, 46 App. U.S.C. 1282 - 1285, is available at a lesser rate, the Contracting Officer reserves the right to require Carriers to obtain the necessary marine, war risk, and liability insurance from the Secretary of Transportation. Further, in the event that the Secretary of Defense, or his authorized designee, is authorized to provide and does provide indemnification to the

Secretary of Transportation under Section 1205 of the Merchant Marine Act, 1936, 46 APP.

U.S.C 1285, for marine, war risk, and liability coverage without premium, the Contracting Officer reserves the right to require the Carrier to obtain such insurance from the Department of Transportation and no premiums as set forth in paragraphs a.(1) and (2) above will be paid to the Carrier.

**H-35.2 Container Loss or Damage.** The Government shall reimburse the Carrier against loss of or damage to a container in accordance with Section H-8 and as set forth below.

H-35.2.1 Causes. The Government shall reimburse the Carrier for loss or damage that is caused by capture, seizure, arrest, restraint or detainment, hostilities or warlike operations whether there be a declaration of war or not, civil war, revolution, rebellion, insurrection, civil strife, or civil commotion.

H-35.2.2 Location When Damaged. The Government shall reimburse the Carrier for loss or damage that occurs when the container is not aboard the vessel, but is located within the war risk area and is (a) in the Government's custody or (b) not in the Government's custody but either stuffed with cargo shipped under this Contract or emptied of such cargo and being transported between a place of initial stuffing or final unstuffing and the Carrier's nearest terminal, or other places not further distant than such terminal, and waiting at such terminal to be loaded in the first of the Carrier's vessels to call.

H-35.2.3 Not Otherwise Covered. The Government shall reimburse the Carrier for loss or damage to the extent that it is not covered by insurance as set forth in Section H-8.

**H-35.3 Limitation of Government Liability.** No payments shall be due from the Government under this clause unless and until the Carrier shall also assess such costs against commercial cargo loaded or discharged in the war risk areas.



**H-35.4 Government as Additional Assured.** The Carrier agrees to add the United States Government as an additional assured with waiver of subrogation on its war risk policy obtained by the Carrier and for which the Government has agreed to reimburse the extra premium under this section.

## **H-36 APPLICATION OF COGSA**

**H-36.1 Incorporation.** The United States Carriage of Goods by Sea Act (COGSA) 46 U.S.C. 1300-1315 is incorporated into this Contract and shall apply to the ocean transportation of all goods (including goods in containers stowed on deck, which shall be considered as goods stowed under deck) under any Shipping Order with the same force and effect as if the Act applied to such

carriage by express provision therein; provided, however, in case of loss, damage or shrinkage in transit, the rules and conditions governing commercial shipments shall not apply as to the period within which notice thereof shall be given the Carrier or as to the period within which claim therefor shall be made or suit instituted.

**H-36.2 Liability.** For the purpose of interpreting Section 4 of COGSA "Limitation of Liability," the limitation of liability in the case of breakbulk cargo shall be \$500 per measurement ton. For cargo in containers the \$500 limitation of liability shall apply to each package and for cargo not in packages to each measurement ton of cargo within the container. The carriage of cargo under any Shipping Order issued pursuant to this Contract shall not be deemed or construed to be the carriage of cargo pursuant to special terms and conditions as provided for in Section 6 of COGSA; and nothing in this Contract is intended to relieve the Carrier or the vessel from liability for loss or damage to or in connection with the goods arising from negligence, fault, or failure in the duties and obligations provided by COGSA or to lessen such liability otherwise than as provided therein. The Carrier shall be liable as a common Carrier by land for any loss between any inland origin and the vessel's side and between the vessel's side and any inland destination.

## **H-37 SCOPE OF VOYAGE (LIBERTIES)**

**H-37.1 Determination of the Master.** In any situation, which in the judgment of the Master of the vessel is likely to give rise to capture, seizure, detention, damage, delay, or disadvantage to or loss of the vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to begin or continue the voyage or to enter or discharge goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging, or leaving the port of discharge or the usual place of discharge in such port, the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge, or reaching or attempting to reach the usual place of discharge therein, or attempting to discharge the Government's goods may, upon prior notification

to and with the consent of the Contracting Officer, discharge the goods into another port, depot, lazarette, craft, or other place, or the Master may proceed or return, directly or indirectly, to or stop at any place whatsoever as the Master or the Carrier may consider safe and advisable under the circumstances. Notification to the Contracting Officer shall include, but not limited to the planned port of discharge of the cargo and any measures planned to protect the cargo. If the Contracting Officer determines that the planned disposition of the cargo is not in the Government's best interest, the Carrier shall comply with the Contracting Officer's direction to the Carrier to divert the cargo to a port of the Government's choice and to make any other arrangements necessary to protect the Government's interest. In any event, the Carrier shall at all times be responsible to assure the security and protection of the cargo until relieved of such responsibility by the Government or its designated agent. The vessel may carry munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

**H-37.2 Compensation.** For any service rendered herein upon prior notice to and with the approval of the Government, the Carrier may be entitled to an equitable adjustment to be agreed upon by the Carrier and the Contracting Officer. In no case shall the Carrier be entitled to any extra compensation for any services rendered without prior notice to and with the approval of the Government, and in no such case shall freights be payable until the goods are delivered to the named destination on the Shipping Order.

**H-37.3 Compliance with Governmental Direction.** The Carrier, the Master, and the vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise, howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the vessel, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the Contract voyage.

## **H-38 EXCEPTION**

Acts of God, enemies, fire, restraint of princes, rulers of people, and all dangers and accidents of the seas, rivers, machinery, boilers and steam navigation, and errors of navigation throughout this Contract are mutually excepted. The vessel shall have the liberty to deviate for the purpose saving life and property, to tow or to be towed, to sail with or without pilots, to adjust compasses and/or radio equipment, to call at any port for repairs, or to go into dry dock or into ways with or without cargo on board.

## **H-39 STRIKES**

**H-39.1 General.** Except as provided below, neither the Government nor the Carrier shall be responsible for the consequences of a strike or lockout preventing or delaying the fulfillment of any obligation under this Contract.

**H-39.2 Loading Port.** In the event the vessel or loading of the vessel is delayed by reason of strike or stoppage of work, the Carrier reserves the right to delay or cancel the voyage, or to dispatch the vessel with such cargo as may then be on board. If part of the Government's cargo has already been loaded and the Carrier is not prevented from the dispatch of its vessel by reason of the strike or stoppage, then the Carrier must carry it to the port of discharge and the freight payable shall be on the loaded quantity of cargo only, unless contrary instructions are given by the Government.

**H-39.3 Discharge Port.** In the event the vessel or discharge of the vessel is delayed by reason of strikes, lockouts, or stoppage of work, the Carrier reserves the right to keep the vessel waiting until such strike or lockout is at an end and discharge the cargo still on board or with the approval of the Government to proceed to an alternate safe port of discharge where the vessel can safely discharge. All conditions of this Contract and the shipping order issued hereunder shall apply to delivery of the cargo at such alternate port, and the Carrier shall receive the same freight as if the cargo had been discharged at the original port of destination. If the Carrier shall deliver the cargo to an alternate port of destination without the approval of the Government, the Carrier shall only earn freight upon delivery at the named port of destination, and shall not be entitled to any compensation or reimbursement for additional costs incurred by reason of that deviation to an alternate port.

## **H-40 AMENDED JASON CLAUSE**

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, Contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if such salving vessel or vessels belonged to strangers.

#### **H-41 GENERAL AVERAGE**

General Average shall be adjusted, stated and settled, according to York-Antwerp Rules 1974 as amended to the date of this Contract, at such port or place in the United States as may be selected by the Carrier, and as to matters not provided for by those Rules, according to the laws and usages at the Port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship.

#### **H-42 LIENS**

**H-42.1 Seizure of Cargo.** The Carrier agrees that it will not assert any type of lien, including a maritime lien, on any cargo shipped by the Government under this Contract. The Carrier further agrees that it will not take any action to seize, arrest, hold, or otherwise detain such cargo through any judicial process in the U.S. or any foreign country. The Carrier

agrees to insert this clause in all subcontracts at any tier and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

**H-42.2 Freight.** There shall be no liens, asserted or permitted on any freights payable by the Government under this Contract. The Carrier agrees to insert this clause in all subcontracts at any tier and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

#### **H-43 EQUIPMENT INTERCHANGE**

The Government may require that a loaded container belonging to one Carrier be lifted by another Carrier. If so directed by the COR, in writing, the Carrier to whom the container belongs will freely interchange the container to another Carrier designated by the COR to lift the container. Any interchange agreements required are to be negotiated between the two Carriers.

#### **H-44 EQUIPMENT LEASING**

The OO may request and the Carrier shall furnish container and chassis and in the case of non self-sustaining refrigerated containers also a generator set, for use in connection with land and ocean transportation of government cargo. The Carrier shall be paid at the equipment leasing rate set forth in the table below. Equipment so leased may be transported aboard any vessel designated by the Government and may be transported inland by any means available to the

Government. Unless otherwise agreed, containers and chassis leased by the Government shall be returned by the Government to the place where such equipment was originally received from the Carrier. A shipping order will be issued by the OO to reflect each lease of containers and chassis. The shipping order shall set forth the number, size and appropriate identification information of containers and/or chassis, estimated duration of lease and place of return. The Carrier shall be paid for each 24 hour period or part thereof, Saturdays, Sundays, and holidays included, for the period between the time the equipment is received or ordered from the Carrier, whichever is later, until the time the equipment is returned to the Carrier.

Leasing Rates

| <u>Dry Cargo Container</u>  | <u>Per Day</u> |
|---|----------------|
| 1. Includes closed containers,<br>open top containers, and flat racks |                |
| 20 Feet and Over  | \$ 4.50        |
| 40 Feet and Over  | \$ 6.00        |
| 2. <u>Refrigerated Containers</u>                                     |                |
| 20 Feet and Over  | \$25.00        |
| 40 Feet and Over  | \$35.00        |
| 3. <u>Chassis</u>   |                |
| 20 Feet and Over  | \$ 5.00        |
| 40 Feet and Over  | \$ 6.00        |
| 4. <u>Tank Containers</u>   |                |
| 20 Feet and Over  | \$20.00        |
| 40 Feet and Over  | \$25.00        |

## **SECTION I - CONTRACT CLAUSES**

### **I-1 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued for sailings from 01 May 1998 through 30 April 2000 or, if the First Option is exercised, through 30 April 2001, or if the Second Option is exercised, through 30 April 2002, and if the Third Option is exercised, through 30 April 2003.

(b) All delivery orders are subject to the terms and conditions of this Contract. In the event of a conflict between a delivery order and this Contract, the Contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**Note:** The ACO may issue orders orally or by facsimile.

### **I-2 ORDER LIMITATIONS (FAR 52.216-19) (Oct 1995)**

(a) **Minimum order.** When the Government requires supplies or services covered by this Contract in an amount of less than \$1.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the Contract.

(b) **Maximum order.** The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000 ;

(2) Any order for a combination of items in excess of  
\$10,000,000 ; or

(3) A series of orders from the same ordering office within  
2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements Contract (i.e., includes the Requirements clause at subsection 52.216-21 of the FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless the order (or orders) is returned

to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **I-3 INDEFINITE QUANTITY. FAR 52.216-22 (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty (60) days from the end of the contract period [insert date].

### **I-4 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989) (FAR 52.217-9)**

**I-4.1 Extension.** The Government may extend the term of this Contract by written notice to the Contractor within 30 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the Government to the extension.

**I-4.2 Provision.** If the Government exercises this option, the extended Contract shall be considered to include this option provision.

**I-4.3 Duration.** The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**I-5 CLAUSES INCORPORATED BY REFERENCE (JUN 88) (FAR 52.252-02)**

This Contract incorporates one or more of the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

| <u>CLAUSE TITLE AND DATE</u>  | <u>REFERENCE</u> |
|---|------------------|
| DEFINITIONS (Oct 1995)  | FAR 52.202-1     |
| GRATUITIES (APR 1984)   | FAR 52.203-3     |
| COVENANT AGAINST CONTINGENT FEES (APR 1984)   | FAR 52.203-5     |
| RESTRICTION ON SUBCONTRACTOR SALES TO THE<br>GOVERNMENT (JUL 1995)  | FAR 52.203-6     |
| ANTI-KICKBACK PROCEDURES (JUL 1995)   | FAR 52.203-7     |
| CANCELLATION RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR<br>IMPROPER ACTIVITY (JAN 1997)   | FAR 52.203-8     |
| PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR<br>IMPROPER ACTIVITY (JAN 1997)  | FAR 52.203-10    |
| LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN<br>FEDERAL TRANSACTIONS (JUN 1997)  | FAR 52.203-12    |
| PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER<br>(JUN 1996)   | FAR 52.204-4     |
| PROTECTING THE GOVERNMENT'S INTEREST WHEN<br>SUBCONTRACTING WITH CONTRACTORS DEBARRED,<br>SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) | FAR 52.209-6     |
| AUDIT AND RECORDS - NEGOTIATION (AUG 1996)  | FAR 52.215-2     |
| ORDER OF PRECEDENCE--UNIFORM CONTRACT<br>FORMAT (OCT 1997)  | FAR 52.215-8     |
| PRICE REDUCTION FOR DEFECTIVE COST OR<br>PRICING DATA (OCT 1997)  | FAR 52.215-10    |



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| SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)  | FAR 52.215-12 |
| INTEGRITY OF UNIT PRICES (OCT 1997)  | FAR 52.215-14 |
| NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)   | FAR 52-215-19 |
| SINGLE OR MULTIPLE AWARDS. (OCT 1995)  | FAR 52.216-27 |
| OPTION TO EXTEND SERVICES (AUG 1989)   | FAR 52.217-8  |
| UTILIZATION OF SMALL, AND SMALL DISADVANTAGED AND WOMEN OWNED<br>SMALL BUSINESS CONCERNS (JUN 1997)      | FAR 52.219-8  |
| SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS<br>SUBCONTRACTING PLAN ALTERNATE II (AUG 1996) | FAR 52.219-9  |
| LIQUIDATED DAMAGES -SUBCONTRACTING PLAN (OCT 1995)   | FAR 52.219-16 |
| NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)  | FAR 52.222-1  |
| CONVICT LABOR (AUG 1996)   | FAR 52.222-3  |
| EQUAL OPPORTUNITY (APR 1984)   | FAR 52.222-26 |
| EQUAL OPPORTUNITY PREAWARD CLEARANCE<br>OF SUBCONTRACTS (APR 1984)                                       | FAR 52.222-28 |
| AFFIRMATIVE ACTION FOR SPECIAL DISABLED<br>AND VIETNAM ERA VETERANS (APR 1984)                           | FAR 52.222-35 |
| AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS<br>(APR 1984)   | FAR 52.222-36 |
| EMPLOYMENT REPORTS ON SPECIAL DISABLED<br><br>VETERANS AND VETERANS OF THE VIETNAM<br>ERA (JAN 1988)     | FAR 52.222-37 |
| CLEAN AIR AND WATER (APR 1984)   | FAR 52.223-2  |
| HAZARDOUS MATERIAL IDENTIFICATION AND<br>MATERIAL SAFETY DATA (JAN 1997)                                 | FAR 52.223-3  |

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|---|---------------|
| DRUG FREE WORKPLACE (JAN 1997)  | FAR 52.223-6  |
| REFRIGERATION EQUIPMENT AND AIR<br>CONDITIONERS (MAY 1995)  | FAR 52.223-12 |
| TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)   | FAR 52.223-14 |
| RESTRICTIONS ON CERTAIN FOREIGN PURCHASES<br>(OCT 1996)   | FAR 52.225-11 |
| UTILIZATION OF INDIAN ORGANIZATIONS AND<br>INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 1996)                 | FAR 52.226-1  |
| AUTHORIZATION AND CONSENT (JUL 1995)  | FAR 52.227-1  |
| NOTICE AND ASSISTANCE REGARDING PATENT AND<br>COPYRIGHT INFRINGEMENT (AUG 1996)                         | FAR 52.227-2  |
| FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)  | FAR 52.229-3  |
| TAXES - FOREIGN FIXED PRICE CONTRACTS (JAN 1991)  | FAR 52.229-6  |
| COST ACCOUNTING STANDARDS NOTICES AND<br>CERTIFICATIONS (APR 1996)                                      | FAR 52.230-1  |
| COST ACCOUNTING STANDARDS (APR 1996)  | FAR 52.230-2  |
| DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING<br>PRACTICES (APR 1996)                                   | FAR 52.230-3  |
| ADMINISTRATION OF COST ACCOUNTING STANDARDS<br>(APR 1996)   | FAR 52.230-6  |
| PAYMENT UNDER TRANSPORTATION CONTRACTS<br>AND TRANSPORTATION - RELATED SERVICES<br>CONTRACTS (APR 1984) | FAR 52.232-4  |
| DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)   | FAR 52.232-8  |
| LIMITATION ON WITHHOLDING OF PAYMENTS<br>(APR 1984)   | FAR 52.232-9  |
| EXTRAS (APR 1984)   | FAR 52.232-11 |

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| INTEREST (JUN 1996)  | FAR 52.232-17 |
| ASSIGNMENT OF CLAIMS (JAN 1986)  | FAR 52.232-23 |
| PROMPT PAYMENT (JUN 1997)  | FAR 52.232-25 |
| OPTIONAL INFORMATION FOR ELECTRONIC FUNDS<br>TRANSFER PAYMENT (AUG 1996)   | FAR 52.232-34 |
| DISPUTES ALTERNATE I (OCT 1995)  | FAR 52.233-1  |
| PROTEST AFTER AWARD (AUG 1996)   | FAR 52.233-3  |
| PROTECTION OF GOVERNMENT BUILDINGS,<br>EQUIPMENT AND VEGETATION (APR 1984) | FAR 52.237-2  |
| CONTINUITY OF SERVICES (JAN 1991)  | FAR 52.237-3  |
| BANKRUPTCY (JUL 1995)  | FAR 52.242-13 |
| CHANGES - FIXED PRICE<br>(ALTERNATE IV) (AUG 1987)                         | FAR 52.243-1  |
| SUBCONTRACTS FIXED-PRICE CONTRACTS<br>(OCT 1997)                           | FAR 52.244-1  |
| COMPETITION IN SUBCONTRACTING (DEC 1996)                                   | FAR 52.244-5  |
| SUBCONTRACTS FOR COMMERCIAL ITEMS & COMMERCIAL<br>COMPONENTS (OCT 1995)    | FAR 52.244-6  |
| GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)<br>(DEC 1989)                  | FAR 52.245-2  |
| LIMITATION OF LIABILITY-SERVICES (FEB 1997)                                | FAR 52.246-25 |
| FAMILIARIZATION WITH CONDITIONS (APR 1984)                                 | FAR 52.247-05 |
| ESTIMATED WEIGHTS OR QUANTITIES NOT<br>GUARANTEED (APR 1984)               | FAR 52.247-08 |
| SUPERVISOR, LABOR OR MATERIALS (APR 1984)                                  | FAR 52.247-12 |

CHARGES (APR 1984) FAR 52.247-17

CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR  
PROPERTY DAMAGE FAR 52.247-21

PREFERENCE FOR PRIVATELY OWNED U.S. FLAG  
COMMERCIAL VESSELS (JUN 1997) FAR 52.247-64\*

**\*NOTE:** Although this clause sets forth a preference for privately owned U.S. Flag commercial vessels, the Treaty between Iceland and the U.S., dated 24 September 1986, takes precedence. Therefore, this solicitation could result in an award of 65% of U.S. Government cargo to an Icelandic company.

TERMINATION FOR CONVENIENCE OF THE  
GOVERNMENT (FIXED-PRICE) (SEP 1996) FAR 52.249-2

DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  
(ALTERNATE I) (APR 1984) FAR 52.249-8

**DFARS CLAUSES**

SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997) DFARS 252.203-7001

DISPLAY OF DOD HOTLINE POSTER (DEC 1991) DFARS 252-203-7002

CONTROL OF GOVERNMENT PERSONNEL WORK  
PRODUCT (APR 1992) DFARS 252.204-7003

PROVISION OF INFORMATION TO COOPERATIVE  
AGREEMENT HOLDERS (DEC 1991) DFARS 252.205-7000

REPORTING OF COMMERCIAL TRANSACTIONS WITH

THE GOVERNMENT OF A TERRORIST COUNTRY  
SEP 1994) DFARS 252.209-7004

PRICING ADJUSTMENTS (DEC 1991) DFARS 252.215-7000

SMALL, SMALL DISADVANTAGED  
AND WOMEN-OWNED SMALL BUSINESS  
SUBCONTRACTING PLAN (DOD  
CONTRACTS (APR 1996) DFARS 252.219-7003

|  |                    |
|--|--------------------|
| INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS (NOV 1995) | DFARS 252.219-7005 |
| NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1997)   | DFARS 252.219-7006 |
| SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)  | DFARS 252.223-7002 |
| CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)  | DFARS 252.223-7003 |
| DRUG-FREE WORK FORCE (SEP 1988)  | DFARS 252.223-7004 |
| PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)  | DFARS 252.223-7006 |
| SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)  | DFARS 252.225-7031 |
| SUPPLEMENTAL COST PRINCIPLES (DEC 1991)  | DFARS 252.231-7000 |
| REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992)  | DFARS 252.232-7006 |
| POSTAWARD CONFERENCE (DEC 1991)  | DFARS 252.242-7000 |
| PRICING OF CONTRACT MODIFICATIONS (DEC 1991)   | DFARS 252.243-7001 |

## **SECTION J - LIST OF ATTACHMENTS**

### **J-1 CONTRACT ATTACHMENTS**

- Attachment (1) - Definitions/Abbreviations
- Attachment (2) - Clearance Order/Shipping Order (Form 4612/1)
- Attachment (3) - Average Container/Chassis Internal Cubic Capacities
- Attachment (4) - Cargo Tonnage Projection
- Attachment (5) - Container Detention Charges
- Attachment (6) - Performance Requirements Summary
- Attachment (7) - Standard Billing Instructions (Form 4280/5)
- Attachment (8) - Contractor Performance Report

### **J-2 SOLICITATION ATTACHMENTS**

- Attachment (RFP-1) - Automated Carrier Interface System
- Attachment (RFP-2) - Description of Ship Types (Form 4280/3B)
- Attachment (RFP-3) - Container Types and Capacities (Form 4280/3D)
- Attachment (RFP-4) - List of U.S. Participating Inland Carrier's (Form 4280/17)
- Attachment (RFP-5) - EDI Trading Partner Agreement
- Attachment (RFP-6) - Stage III Voluntary Enrollment Contract (VECIII) (Form 4280/9)
- Attachment (RFP-7) - Maritime Administration Application to Participate in the Voluntary Intermodal Sealift Agreement
- Attachment (RFP-8) - Sealift Readiness Program - Schedule of Ships and Ancillary Equipment Committed (Form 4280/9A)
- Attachment (RFP-9) - Stage III Voluntary Enrollment Contract (VECIII)

**SECTION K - REPRESENTATIONS AND CERTIFICATIONS**

**K-1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)  
(FAR 52.203-2)**

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or Contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent for the following  
principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
\_\_\_\_\_  
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.2. WOMEN-OWNED BUSINESS 52.204-5 (OCT 1995)**

(a) Representation. The offeror represents that it \_\_\_\_\_ is \_\_\_\_\_ is not a women-owned business concern.

(b) Definition. Women-owned business concern, as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

## **K-3 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. 52.204-6 (DEC 1996)**

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror.

For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.



- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com).

#### **K-4 TAXPAYER IDENTIFICATION (JUN 1997) (FAR 52.204-3)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

\* TIN:\_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of a Federal, state, or local government;

\* Other. State basis.\_\_\_\_\_

(d) Corporate Status.

\* Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

\* Other corporate entity;

\* Not a corporate entity:

\* Sole proprietorship

\* Partnership

\* Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

\* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\* Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

**K-5 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING  
(DEC 1991) (DFARS 252.204-7001)**

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**K-6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MARCH 1996) (FAR  
52.209-5)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has \* has not \*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K-7 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A  
TERRORIST COUNTRY. (DFARS 252.209-7001) (SEP 1994)**

(a) Definitions.

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

**K-8 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT  
(SEP 1994) (DFARS 252.209-7002)**

**52.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN  
GOVERNMENT(SEP 1994)**

(a) Definitions.

As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any county (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award.

No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a

designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity      Description of Interest,  
Controlled by a Foreign Ownership Percentage, and  
Government Identification of Foreign Government

**K-9 TYPE OF BUSINESS ORGANIZATION (OCT 1997) (FAR 52.215-4)**

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as \_\_\_\_\_ an individual, \_\_\_\_\_ a partnership, \_\_\_\_\_ a nonprofit organization, \_\_\_\_\_ a joint venture, or \_\_\_\_\_ a corporation incorporated under the laws of the State of \_\_\_\_\_.

(b) If the offeror or respondent is a foreign entity, it operates as \_\_\_\_\_ an individual, \_\_\_\_\_ a partnership, \_\_\_\_\_ a nonprofit organization, \_\_\_\_\_ a joint venture, or \_\_\_\_\_ a corporation, registered for business in \_\_\_\_\_. (country)

**K-10 RESERVED**

**K-11 RESERVED**



**K-12 PLACE OF PERFORMANCE (APR 1984) (FAR 52.215-20)**

(a) The offeror or quoter, in the performance of any Contract resulting from this solicitation, \_\_\_\_ intends, \_\_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance  
(Street Address, City,  
County, State, Zip Code)

Name and address of Owner  
and Operator of the Plant or  
Facility if Other than Offeror or Quoter

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**K-13 SMALL BUSINESS CONCERN REPRESENTATION (JAN 1997)  
(FAR 52.219-1)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is  
4424 (insert SIC code).

(2) The small business size standard is 500 employees insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it \* is, \* is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concern entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K-14 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS) (JUN 1997) (DFARS 252.219-7000)**

(a) Definition.

"Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations.

Check the category in which your ownership falls--

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

\_\_\_\_\_ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

\_\_\_\_\_ Black American (U.S. citizen)

\_\_\_\_\_ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

\_\_\_\_\_ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

\_\_\_\_\_ Other

(c) Complete the following--

(1) The offeror is \_\_\_\_\_ is not \_\_\_\_\_ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has \_\_\_\_\_ has not \_\_\_\_\_ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the offeror--

\_\_\_\_\_ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

\_\_\_\_\_ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

**K-15 RESERVED**

**K-16 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984) (FAR 52.222-22)**

The offeror represents that -

(a) It \_\_\_\_ has, \_\_\_\_ has not participated in a previous Contract or subContract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of

Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It \_\_\_ has, \_\_\_ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subContractors, will be obtained before subContract awards.

**K-17 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)**

The offeror represents that (a) it \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it \_\_\_ has not previously had Contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K-18 CLEAN AIR AND WATER CERTIFICATION (APR 1984) (FAR 52.223-1)**

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed Contract is \_\_\_ , is not \_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the Contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K-20 IDENTIFICATION OF OFFICERS**

The names, titles, and home addresses of the officers of the company are:

| <u>Name</u> | <u>Title</u> | <u>Home Address</u> |
|-------------|--------------|---------------------|
|             |              |                     |
|             |              |                     |
|             |              |                     |
|             |              |                     |

**K-21 IDENTIFICATION OF STOCK HOLDERS**

The names, citizenship, and home addresses of persons holding ten percent or more of the outstanding stock of the company are:

| <u>Name</u> | <u>Citizenship</u> | <u>Home Address</u> |
|-------------|--------------------|---------------------|
|             |                    |                     |
|             |                    |                     |
|             |                    |                     |
|             |                    |                     |

**K-22 TARIFF IDENTIFICATION**

Offerors, who have tariffs covering service offered to the general public on the same trade area for which service is being offered under this RFP, will be requested to provide those tariffs free of charge.

| <u>Tariff Identification</u> | <u>Trade</u> |
|------------------------------|--------------|
|                              |              |
|                              |              |

**K-23 CERTIFICATION OF RATES OFFERED TO THE GOVERNMENT**

By signing the cover page of this solicitation (Standard Form 33), the Carrier certifies that the ocean rates offered are not above commercial tariff, do not exceed its charge to the general public for like goods and are in compliance with the Cargo Preference Act of 1904.

**Icelandic Steamship Company**

By signing the cover page of this solicitation (Standard Form 33), the Carrier certifies that the ocean rates offered are not above commercial tariff and do not exceed its charge to the general public for like goods and/or services.

**K-24 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) (FAR 52.252-1)**

This Contract incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
CERTAIN FEDERAL TRANSACTIONS (APR 1991) (FAR 52.203-11)**

**CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)  
(FAR 52.222-21)**

**CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JAN 1997)  
(FAR 52.223-6)**

**CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)  
(FAR 52.223-13)**

**K-25 RESERVED**



## K-26. SEALIFT READINESS PROGRAM

(Check the appropriate box)

[ ] The offeror is a subsidized carrier, and offers all of its subsidized U.S. flag vessels under the Voluntary Intermodal Sealift Agreement (VISA), the primary DoD Sealift Readiness Program (SRP) pursuant to Section 909 of the Merchant Marine Act of 1936, as amended, and/or Section 653 of the Maritime Security Act of 1996.

[ ] The offeror is not a subsidized carrier, and offers 50% of its U.S flag vessel(s) capacity under the VISA, DoD's primary SRP. If a Participant, subsequent to award, voluntarily withdraws from VISA, the offeror commits 50% of its U.S. flag fleet (in vessels) and related equipment to the alternate DoD SRP for the full performance period or any part thereof not covered by the VISA commitment. Offers are required to complete JTMO Forms 4280/9 (Stage III VISA Enrollment Contract (VECI)) - See Section J-1, Attachment (RFP-6.) and 4280/9A. (SCHEDULE OF SHIPS AND ANCILLARY EQUIPMENT COMMITTED -See Section J-1, Attachment (RFP-8).) Offerors who are approved by Maritime Administration (MARAD) as a VISA Participant (MARAD application at Section J-1, Attachment (RFP-7) are required to complete a Stage III VISA Enrollment Contract (VECI).

Offerors are required to designate an officer(s) of the Company to serve as an advisor on matters pertaining to the VISA. The advisor(s) shall be responsible for providing technical assistance and active participation in military planning and exercises. The name(s), title(s), and telephone number(s) of the designated advisor(s) is:

| TELEPHONE NUMBER<br>(Including Area Code) | FAX NUMBER | NAME & TITLE |
|---|------------|--------------|
| _____                                     | _____      | _____        |
| _____                                     | _____      | _____        |
| _____                                     | _____      | _____        |
| _____                                     | _____      | _____        |

**K-27. - U. S. Flag Commercial Vessel**

The offeror represents that it\_\_\_is \_\_\_is not a company that owns or controls U. S., Flag ships engaged in common or contract carriages in the U. S. foreign trades.

Carrier\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

## **SECTION L - INSTRUCTION, CONDITIONS AND NOTICES TO OFFERORS**

### **L-1 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) (FAR 52.252-1)**

This Contract incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE                      FAR 52.222-24  
REVIEW (APR 1984)

### **L-2 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held in conjunction with this solicitation on xxxxxx 1998, time and place to be determined at a later date. Inquiries and items for discussion relative to this conference may be submitted either by writing to the address specified in Section L-3 below or by contacting Mr. Roger Adams at (703) 681-9213.

### **L-3 DELIVERY OF OFFERS**

Written offers are to be submitted to Joint Traffic Management Office, and must arrive prior to Noon Eastern Standard Time on xxxx 1998. Offers should be delivered in a sealed envelope clearly marked with the solicitation number and the offeror's name and address. The envelope should be enclosed in a second envelope addressed to:

Joint Traffic Management Office  
5611 Columbia Pike  
Room 107 - Code MTTM-C  
Falls Church, VA 22041-5050

For courier or hand delivery of offers, sealed and identified as above, the address is:

Joint Traffic Management Office  
5611 Columbia Pike  
Room 107 - Code MTTM-C  
Falls Church, VA 22041-5050

#### **L-4 TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)**

The Government contemplates award of a Firm-Fixed Rate, Indefinite Delivery Indefinite Quantity type Contract resulting from this solicitation.

#### **L-5 SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)**

(a) Protests, as defined in section 33.101 of Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Joint Traffic Management Office, 5611 Columbia Pike, Room 107- MTTM-C, Falls Church, VA 22041-5050.

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with GSBCA or within one day of filing a protest with the GAO.

#### **L-6 PROPOSAL REQUIREMENTS**

**L-6.1 General.** An original and one copy of the offeror's proposal must be submitted. For security purposes, offers should identify each page submitted with the company name, and initials. A properly completed copy of Solicitation Section K, Representations and Certifications of the Offeror, must be submitted with the offer.

**L-6.2 Price Proposal.** Rates must be submitted for each line item appearing in Section B.

**L-6.3 Technical Proposal.** Information that is to be included within the technical proposal, but is not evaluated under Section M, will be used to assist the Government in determining responsibility of the offeror and/or the volume of service provided.

L-6.3.1 Narrative. A complete narrative description of the offeror's proposed service and schedules, and of the vessels and other equipment that will be employed must be furnished.

L-6.3.2 Description of Vessels. Offerors shall include in the offer detailed descriptions of the vessel. In addition, the Carrier should note any limitations, and the reasons for such, of the described service assets by route offered. Descriptions should offer the level of detail required by MSC Form 4280/3B, Description of Ship Types (Attachment RFP-2), which offerors may use if they wish.

**L-6.3.3 Control of Vessels. No offer will be considered for award which does not include sufficient evidence to establish control or irrevocable right to gain control of the necessary vessels in sufficient time to commence service on 01 May 1998.**

L-6.3.4 Sailing Schedule. Offers under this RFP must include a six month projected sailing/arrival schedule for each vessel offered under this trade commencing 01 May 1998, including transit time between the Carrier's CONUS water terminal and Iceland scheduled ports of call.

L-6.3.5 Container Description. For each type and size of container in the Carrier's fleet, the information listed on the Container Types and Capacities Form (Attachment RFP-3) must be provided. Only containers which are owned or leased by the Carrier on the effective date of this Contract and which will be offered for use under this Contract shall be shown.

L-6.3.6 Common/Contract Carriage. Common Carriers will submit with their offers all STB and FMC Carrier tariff numbers and conference tariff numbers/Code numbers, if applicable to any commercial service offered on the routes and/or for service to all points and ports included within the scope of this solicitation. Contract Carriers will provide in their offers evidence of their charges to private persons for the carriage of comparable cargo.

L-6.3.7 Transshipment Service. Any Carrier planning to offer a service predicated on transshipment must provide a complete description of such service including the routes covered; ports of origin, transshipment, and destination; and the name and flag of any other ocean Carrier to be utilized.

L-6.3.8 Container Service. With their proposal, Carriers must submit a detailed description of their proposed method of meeting Contract requirements in the following areas:

L-6.3.8.1 Container Spotting

L-6.3.8.2 Reporting and documentation requirements as pertains to vessel, containers and cargo

L-6.3.8.3 Stevedoring plan which at a minimum addresses ports, stevedoring methods, cranes, equipment repair and contingency plans.

L-6.3.9 Participating Inland Carriers. The Offeror shall submit a statement of agreements with those inland Carriers it intends to utilize in the accomplishment of inland carriage under the Contract. This statement shall include Company name and address, type of Carrier, inland routes/channels covered, and STB-MC numbers. MSC form 4280/17, List of United States Participating Inland Carriers, (Attachment RFP-4), is recommended for this purpose.

**L-6.4 Performance History.** Included in their technical proposals, Carriers must submit a summary of past and/or current performance records for the past five years. This summary will include: a listing of commercial and Government Contracts held, Contract numbers, points of contact, and the period of each Contract. Offeror's should provide information on problems encountered on the identified contracts and the offeror's corrective actions.

**L-6.5 Financial Responsibility.** Offerors shall include in the offer a detailed statement of their financial condition, in accordance with FAR 52.247-6 (APR 1984). Documents which may be included are: Balance Sheet, profit and loss statement; Dun and Bradstreet report; cash flow statement; letters of credit; personal guarantees. This information will be used by the Contracting Officer in making a determination of responsibility.

**L-6.6 Quality Assurance Surveillance Plan (QASP).** Offerors shall submit a QASP demonstrating how the offeror will monitor its performance under the contract.

**L-6.7 Subcontracting Plan.** Offerors are required to submit a subcontracting plan in accordance with FAR 52.219-9, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996).

## **L-7 Cost and Pricing Data**

The Government does not anticipate that cost and pricing data will be required. If the contracting officer cannot determine the prices offered are fair and reasonable, then cost and pricing data may be required. Offerors shall not submit cost and pricing data unless specifically requested by the contracting officer.

## **L-8 Instructions to Offerors--Competitive Acquisition (OCT 1997) (FAR 52.215-1)**

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"

In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and

time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions. (i) Any proposal received at the office designated in the

solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late.

"Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.



(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The

Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M-1 BASIS FOR AWARD**

**M-1.1. Award Allocation.** Pursuant to the Treaty and its implementing Memorandum of Understanding (MOU), two separate contracts will be awarded. The first award, not to exceed 65% of the cargo moving in the trade, will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors (i.e. lowest priced technically acceptable), responsible offeror, i.e., the Icelandic shipping company or U.S. flag carrier whose proposal is evaluated, as specified below, as offering the lowest aggregate price to the Government. The second award, for the remainder of the cargo, will be made on the basis of the next lowest evaluated price of proposals meeting or exceeding the acceptability standards for non cost factors which is determined by the Contracting Officer to be responsible. The lowest priced offeror, which is awarded a contract, shall not be precluded from carrying additional cargo if the next lowest priced awardee of the other country is unavailable. Further details regarding cargo allocation are addressed in Section H-4.

**M-1.2. General.** To be considered for award, offers submitted in response to RFP N00033-97-R-6627 must: (1) be technically acceptable, (2) be responsible as defined in FAR 9.1, (3) agree to participation in the Sealift Readiness Program, and (4) contain rates deemed to be fair and reasonable. Among those offers found to be technically acceptable and financially and operationally responsible, the primary evaluation factor for acceptance of rates will be the lowest cost to the Government.

**M-1.3. Technical.** The offeror is required to demonstrate technical capability to provide service on all routes for which it offers service. Failure to provide any of the information required by Section L will be grounds for the Government to reject an offer. The Government reserves the right to reject any offer of service on routes where the Government determines that the technical capability to service that route is unacceptable.

**M-1.4. Responsibility.** FAR 9.1 requires that prior to award the Contracting Officer make an affirmative determination that the prospective offeror is responsible and meets the minimum standards specified herein. Failure to provide the information required in Section L will be grounds for the Government to determine the offeror non-responsible.

**M-1.5 Price.** In accordance with FAR 15.404-1(a)(1), the Contracting Officer will evaluate all rates offered in response to this Solicitation and determine if each rate is fair and reasonable. Each trade route will be evaluated individually by comparison with published commercial tariffs, historical data, and other offered rates.

### **M-2 EVALUATION FACTORS --**

a. Proposals will be evaluated for acceptability but shall not be ranked using the non-cost/price factors.

b. All evaluation factors, other than cost or price, when combined are significantly less important than cost or price.

**M-2.1 Non-Price Evaluation Factors** -- All factors are of equal importance.

**M2.1.1 FACTOR 1 -- Technical.** Determination of technical acceptability will be based on the fulfillment of all of the following subfactors, which are all of equal importance.

a. Capacity (See Section C-1.1)

b. Frequency of Service

c. Ability to maintain a self-sustaining service

d. Ability to maintain adequate sailing schedule to meet frequency of service requirements (i.e., scheduling to allow for unavailability of vessel due to weather delays, required vessel repair and maintenance, loading delays, and regulatory body mandatory reviews).

**M-2.1.2. FACTOR 2 -- Experience And Past Performance**

Evaluation of experience and past performance will be interpreted and considered in the context of all available data. It will include information provided in the offeror's proposal concerning relevant experience with similar or related services within the past five years and information obtained outside of the proposal. The Government is seeking to assess risk and the adequacy and quality of experience and past performance in performing work similar to the requirements of this solicitation. The evaluation will consider the number and severity of problems, the effectiveness of corrective actions taken, the ability to meet technical performance requirements, and the offeror's overall work record.

Offerors with no prior Government contracts will not be penalized on this basis, but experience and capabilities that will substantiate their ability to perform the services shall be documented.

New firms, or firms with no past performance data will not be penalized on this basis, but previous experience of their key personnel must be submitted. Such experience must demonstrate their ability and capability to perform the services herein. This experience shall include the previous employer(s), their position with that employer(s) and the information on that employer(s) contracts as specified in L-6.4.

**M-2.1.3. FACTOR 3 -- Readiness.** Unless VISA Stage III rate methodology is finalized prior to submission of initial offers, Stage III Visa commitment to VISA Enrollment Contract (VEC) shall qualify all offerors equally for evaluation of readiness. The Contracting Officer reserves the right to not accept rates of VISA non-participants regardless of competitive range standing in the event sufficient VISA participant service is offered at rates deemed fair and reasonable to meet DoD requirements under the solicitation. This factor shall not be applicable to Icelandic operator offerors since they lack the requisite qualifications for VISA participation.

**M-2.2 Price Evaluation Factors.** Price evaluation will be based on the total estimated price, including the base period and the 3 option periods. This shall be calculated by pricing out the categories and volumes of cargo shown in Attachment 4 and the appropriate rates offered by the Carrier in Section B as set forth below:

a. Containerized Cargo. Bulk cargo in tank containers and containerized general and refrigerated cargo will be priced by multiplying the rate per container proposed in Section B by the projected total Contract requirement expressed in number of containers for that type of cargo for each location as projected in Attachment 4. Containerized vehicles will be priced by multiplying the per measurement ton rate proposed in Section B by 21 measurement tons for 40 Foot and over containers and 10.5 measurement tons for 20 Foot and over containers by the projected total Contract requirement expressed in the number of containers of that size and location as projected in Attachment 4.

b. The total estimated container service cost will be the sum of the prices for each location projected in Attachment 4.

c. Breakbulk Cargo. Breakbulk cargo will be priced by multiplying the rate per measurement ton by the projected total Contract requirement (Attachment 4) for that type cargo.

d. Total Price. The total evaluated price for each offeror shall be the total calculated under Section M-2.2. above, that is, the total of all estimated prices for all types of cargo, both inbound and outbound, from each location, containerized and breakbulk.

### **M-3--FINANCIAL AND OPERATIONAL RESPONSIBILITY**

The Government shall require a showing of financial and operational responsibility prior to making an award. The applicable provisions of the FAR, Sub-part 9.1 require that prior to award, an affirmative determination be made by the Contracting Officer that the prospective offeror is responsible and meets the minimum standards specified herein. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the

contract. Failure of an offeror to comply with the submission of this information will subject the offeror to possible rejection on responsibility grounds.

**M-4 ESTIMATED QUANTITIES OR WEIGHTS FOR EVALUATION OF OFFERS  
(APR 1984) (FAR 52.247-20)**

For the purpose of evaluating offers, and for no other purpose, the estimated quantities or weights listed in Attachment 4 will be considered as the quantities or weights to be shipped between each origin and destination.

**M-5 EVALUATION OF OPTIONS (JUL 1990) (52.217-5)**

Except when it is determined in accordance with FAR 17.206 (b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).



## **ATTACHMENT 1 - DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning as set forth below:

**ADMINISTRATIVE CONTRACTING OFFICER (ACO)** - Is a warranted contracting officer who is responsible for, but not limited to the following: appoints and trains the contracting officer representative (COR), issues administrative modifications, analyzes contractor claims, evaluates the contractor's performance, and provides reports on the contractor's performance to the PCO. The ACO is located at HQ, Military Traffic Management Command, **ATTN: MTTM-C, Room 107, 5611 Columbia Pike, Falls Church, Virginia 22041-5050, (703) 681-5633 or FAX (703) 681-6146, or DDN CrimK@baileys-emh5.army.mil.**

**AGREEMENT** - See "Contract".

**AIRCRAFT, UNBOXED** - Includes all vehicles designed primarily for flight, unboxed and completely or partially set up own wheels, pontoons, runners or special cradles.

**BAGGED CARGO** - Bagged cargo is defined as any commingling, homogeneous material shipped in cloth, paper or plastic sacks or bags. Such material may consist of, but is not limited to, dry chemicals, coal, ore, fertilizer, cement, charcoal, coke, mortar, salt, grains, coffee, sugar, peanuts and fruits and vegetables not requiring refrigeration.

**BERTH TERM** - See "Liner Terms".

**BOATS** - Includes all craft in excess of 35 feet in length assigned exclusively for use on or under water and may or may not include a cradle for stowage.

**BREKBUK CARGO** - Cargo that is not containerized.

**BULK CARGO** - Dry or Liquid Cargo which is not subject to mark or count, shipped in fluid or loose state and not packaged for ocean carriage in any manner, such as grain, ore, coal, chemicals, oil, liquid latex, etc.

**CAR CARRIER** - A trailer/container of open framework designed for carriage of automobiles or other unboxed vehicles.

**CARGO NOS** - Cargo not otherwise specified i.e., all dry cargo other than reefer and vehicles. Dry cargo refers to mixed or straight loads of the commodities listed in Military Standard Transportation and Movement Procedures (MILSTAMP).

**CARGO TRAILER** - See "Van".

**CARGO UNIT** - Two or more pieces of cargo received by Carrier at the same time which has the same consignor and consignee.

**CARRIER** - Any Carrier awarded a Contract pursuant to the solicitation, including its agents and subcontractors. The term "Carrier" is used interchangeably with the term "Contractor."

**CHASSIS** - A platform equipped with running gear and front end support on which a container is placed for transport.

**COMMERCIAL ZONE** - The pickup and delivery limits of cities, ports and municipalities in the United States as defined by the Surface Transportation Board and published in 49 CFR Part 1048, on the date service is provided by the Carrier.

**CONSOLIDATION** - Practice of consolidating many less-than-container load cargo in order to make container load movements.

**CONTAINER** - A cargo conveyance which confines and protects the cargo from loss or damage, can be handled in transit as a unit and can be mounted and secured in or on marine, rail or highway equipment. Common types of containers are: weatherproof, dry enclosed, refrigerated, van, tank, nonweatherproof, open top, car Carrier, high cube, and flatracks or platforms.

**CONTAINER DETENTION** - Government ordered delay in commencement of drayage/line-haul (container staging) or Government delay in unstuffing of containers at destination when total delay exceeds total free-time allowed.

**CONTAINERIZABLE CARGO** - Containerizable Cargo is defined as all cargo which can be physically loaded in or on a container.

**CONTRACTING OFFICER** - A Contracting Officer within the scope of that definition in Federal Acquisition Regulation 52-202-1, who has been appointed or designated as such by the Commander, Military Sealift Command. (See Procurement Contracting Officer)

**CONTRACTING OFFICER REPRESENTATIVE (COR)** - Appointed in writing by the ACO with a copy provided to the carriers. Responsible for, but not limited to, the following: designates Quality Assurance Evaluators, monitors the contractor's performance in accordance with the Quality Assurance Surveillance Program, ensures contractor's compliance with reporting requirements, provides data for government reports, verifies/certifies invoices and reviews contractor's claims.

**CONTRACT** - This document which contains the Contractual terms pursuant to which a Carrier agrees to accomplish transportation of such lawful cargo as may be tendered by the Government.

**CONTRACTOR** - See "Carrier".

**CONTINENTAL UNITED STATES (CONUS)** - Forty-eight contiguous states of the United States of America.

**DAYS** - Shall mean calendar days unless specified otherwise.

**DEAD FREIGHT** - Liability to pay for space booked but not used.

**DECK CARGO** - Includes all cargo stowed in open spaces on deck except Hazardous Cargo which, in accordance with U.S. Coast Guard rules, must be stowed on deck.

**DETENTION** - Charges assessed against the Government for delaying the release of Carrier equipment beyond allowed free time (See also container detention).

**DISCHARGING** - The physical movement of cargo/container from the place of stowage on board a vessel to the pier.

**DIVERSION** - To change the booked destination of a loaded container after transit has commenced, but before the container has commenced final drayage/linehaul from the port of discharge.

**DRAYAGE** - The movement of cargo/container between the Carrier's terminal at the port where the cargo/container is loaded to or discharged from the vessel and another place within the commercial zone or modified zone of that United States port city or within a ten mile radius of that city's limits, by means other than the Carrier's principal vessels, such as by highway or railway.

**DRY CONTAINER** - A completely enclosed weatherproof container.

**EXPLOSIVES** - Includes all military explosives (ICC Classes A, B, and C) and military lethal chemicals included within classes II through XI, Title 46, Code of Federal Regulations, Section 146.29-100 (Coast Guard Pamphlet No. 108) for which a permit for handling is required by Title 46, Code of Federal Regulations, Section 146.29-100. This category shall not include small arms ammunition and other items included in Class I of the aforementioned publication.

**FLATCAR** - A railroad car without weatherproof sides or top.

**FLATRACK (PLATFORM) CONTAINER** - A container without weatherproof sides and/or top. Includes platforms and flatracks with rigid or collapsible ends. They can be end loaded or top or side loaded.

**FREE-IN-OUT** - Loading and discharging services are to be performed by the Government.

**FUTILE EFFORT** - The good faith effort of a Carrier to accept cargo which is futile due to fault

of the Government. Does not include the instance in which the Carrier spots a container for a particular booking which does not materialize, but is able to utilize the spotted container for another booking without returning the container to its place of origin.

**GENERAL CARGO** - All dry cargo other than refrigerated cargo and vehicles. Dry cargo refers to shipments of straight or mixed loads of the commodities listed in the Military Standard Transportation and Movement Procedures including hazardous cargo and Class I lethal chemicals (See "Explosives" in this attachment for the reference citing the classes of lethal chemicals).

**GOVERNMENT** - The United States Government, its agents and Contractors, party to this Contract, and the consignees, their agents and Contractors unless used in a context to refer to another government such as a foreign or local government. Does not include Contractors party to this Contract. Ordering activities authorized under this Contract are included.

**GOVERNMENT TRACTOR** - A tractor used by the Government to transport the Contractor's containers placed on chassis or over-the-road trailers.

**HAZARDOUS CARGO** - A substance or material including a hazardous substance, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety and property when transported in commerce and which has been so designated.

**INOPERABLE** - Not capable of being operated.

**LINEHAUL** - The movement of a container between the Carrier's terminal at the port where the container is loaded to or discharged from the vessel and another place outside the commercial zone or modified zone of that United States port city or beyond a ten mile radius of the city limits by means other than the Carrier's principal vessels, such as by highway, railway, canal or river, or in specific instances by ferry or bargeship system.

**LINER TERMS** - The Carrier assumes all responsibilities and cost for the cargo from the port or point where the cargo is receipted for by the Carrier to the destination port or point where the Carrier makes the cargo available to the consignee.

**LOADING** - The physical movement of cargo/container from the pier to place of stowage on board a vessel.

**LOW COST CARRIER** - The Carrier which offers the lowest total cost for all services ordered in connection with handling and movement of a particular lot of cargo from origin to final destination, taking into account the density and stowage characteristics of the particular lot of cargo in relation to the types, sizes, configurations and weight carrying capacities of containers available for the movement.

**MAIL** - Includes all classes and types of postal matter.

**MAIL EQUIPMENT** - Includes sacks, pouches, and bags used for carriage of mail and locks or other devices used for sealing mail bags, pouches, sacks or containers.

**MILITARY SEALIFT COMMAND (MSC)** - Commander, Military Sealift Command, Washington Navy Yard, Washington, D.C. Single manager for sealift, Department of Defense.

**MILITARY TRAFFIC MANAGEMENT COMMAND (MTMC)** - Commander, Military Traffic Management Command, Office of the Principal Assistant Responsible for Contracting, Acquisition Division (MTAQ-AS), is the PCO and the ACO.

**MILSTAMP** - Military Standard Transportation and Movement Procedures.

**OPEN TOP CONTAINERS** - A container without a permanently affixed metal top. Top is a removable tarpaulin which is supported by roof bows.

**ORDERING ACTIVITY** - Includes the Commander, Military Sealift Command or his designee, and Military Traffic Management Command, or his designee.

**ORDERING OFFICER** - Appointed in writing by the Chief of Acquisition, MTMC, with a copy provided to the carrier. Responsible for, but not limited to, the following: book cargo and issue shipping orders, samples bookings for low cost, monitors cargo allocation, recommends addition/deletion of routes/services, authorizes substitution of equipment and authorizes substitution of equipment and authorizes staging. For routes designated by MSC and delineated in assigned agreements and contracts where no U.S. flag service is available as determined by MSC, the OO is authorized to approve the use of foreign flag service.

**OVERTIME DIFFERENTIAL COST (ODC)** - Overtime Differential Cost is the difference in cost to perform cargo handling services during regularly scheduled working hours (as defined by the existing terminal tariff) and to perform the same services during non-regularly scheduled (overtime) working hours. For the purpose of this Contract, ODC will apply in the NAS Keflavik when it is incurred by the Government as a result of an express request by the vessel owner or his agent to perform such services on an overtime basis. ODC may include, but is not limited to, overtime costs for loading/unloading cargo to and from the vessel, bringing cargo to and taking it alongside the vessel within the terminal area, documentation and other administrative services, and extra wages or salary rates or charges related thereto (which may include the portion of the sum paid for pensions, health and welfare, payroll taxes and other fringe benefits in connection with work performance of the ordered services).

**OWNER** - See "Carrier".

**PLACE DESIGNATED BY THE CONTRACTING OFFICER** - Places within the commercial zone of United States ports or inland cities, and places within a ten-mile radius of the city limits of any U.S. port or inland city or limits of other places designated in the Schedule of Rates.

**PLATFORM** - A trailer/container with no sides or top, but only the floor.

**PROCUREMENT CONTRACTING OFFICER (PCO)** - Commander, Military Traffic Command, ATTN: MTTM-C, Room 107, 5611 Columbia Pike, Falls Church, Virginia 22041-5050, (703) 681-9213 or FAX (703) 681-5621, or his designee.

**PROTECTED STOW** - The placement of cargo in a manner which can be stowed either above or below deck that will protect the cargo from wind, water, and other damages associated with the weather and sea.

**RAIL INTERMODAL EQUIPMENT** - A unit for transporting commodities in trailer or container on freight-car service from point to point, constructed in such a manner that it may be mounted and secured on a car, chassis or bogie for the purpose of such locomotives.

**TEU** (Twenty foot equivalent unit) - method of quantifying the number of ocean containers i.e. one twenty foot container = one TEU and one forty foot container equals two TEUs.

**UNDERDECK STOW** - The placement of cargo in a manner which is stowed below the vessel's deck in its holds and protects the cargo from wind, water, and other damages associated with the weather and sea.

**UNUSUAL SIZE (OVERSIZED) CARGO** - General Cargo that has any one dimension over forty (40) feet long, more than eight (8) feet wide or over eight (8) feet six (6) inches in height, or as determined by the ACO, requires special handling equipment for loading aboard or discharging from a vessel because of that cargo's atypical size. This definition includes oversized cargo that equals or exceeds 50 long tons, including railroad locomotives and set up railroad rolling stock, but excluding all wheeled or tracked vehicles.

**WHEELED OR TRACKED VEHICLES (UNBOXED AND CONTAINERIZABLE)** - Includes all types of unboxed, land or amphibious equipment or conveyances, set up on wheels or tracks, whether or not self-propelled, but excluding railroad locomotives and set up railroad rolling stock. Vehicles shall be freighted on the basis of extreme dimensions as offered for shipment.

**ATTACHMENT 3 - AVERAGE CONTAINER/CHASSIS INTERNAL CUBIC  
CAPACITIES**

| Size and Type           | Containers<br>L X W X H | Average MT |
|-------------------------|-------------------------|------------|
| 20 Foot, Dry (low cube) | 20' x 8' x 8'           | 27         |
| 20 Foot Dry             | 20' x 8' x 8'6"         | 29         |
| 40 Foot Dry             | 40' x 8' x 8'6"         | 59         |
| 40 Foot Dry (high)      | 40' x 8' x 9'6"         | 67         |
| 40 Foot Reefer          | 40' x 8' x 8'6"         | 50         |
| 40 Foot Reefer (high)   | 40' x 8' x 9'6"         | 59         |

| Size and Type         | Chassis<br>L x W x H | Average MT |
|-----------------------|----------------------|------------|
| 40 Foot Dry           | 40' x 8' x 12'6"     | 59         |
| 40 Foot Dry (high)    | 40' x 8' x 13'6"     | 67         |
| 40 Foot Reefer        | 40' x 8' x 12'6"     | 50         |
| 40 Foot Reefer (high) | 40' x 8' x 13'6"     | 54         |

**ATTACHMENT 4 - CARGO PROJECTION****PROJECTED CARGO TO/FROM NAS KEFLAVIK**

The figures below represent an annual projection expressed in Measurement Tons (M/T) of 40 cubic feet.

**Projected Cargo Distribution (Outbound)**

|                  | 20' ISO<br>Tank<br>Containers | Breakbulk<br>VEH GEN | Cargo NOS | Refrigerated | Vehicles     |
|------------------|-------------------------------|----------------------|-----------|--------------|--------------|
| N.Y. Zone 1      | 0                             | 60 0                 | 2511      | 420          | 649          |
| N.Y. Zone 2      | 5                             | 0 0                  | 0         | 0            | 0            |
| N.Y. Terminal    | 0                             | 0 0                  | 0         | 0            | 0            |
| Harrisburg Group | 0                             | 0 0                  | 0         | 0            | 0            |
| Norfolk Zone 1   | 5                             | 642 2677             | 17500     | 4956         | 4811         |
| Norfolk Zone 2   | 0                             | 0 0                  | 0         | 0            | 0            |
| Norfolk Terminal | 0                             | 0 0                  | 0         | 0            | 0            |
| <hr/>            |                               |                      |           |              |              |
| Total            | 10                            | 702 2677             | 20011     | 5376         | 5460 = 32176 |
| Conversion*:     |                               |                      | 477       | 128          | 235          |

**Projected Cargo Distribution (Inbound)**

|                 | 20' ISO<br>Tank<br>Containers | Breakbulk<br>VEH GEN | Cargo NOS | Vehicles | Refrigerated |
|-----------------|-------------------------------|----------------------|-----------|----------|--------------|
| N.Y. Zone 1     | 0                             | 0 0                  | 0         | 253      | 0            |
| N.Y. Zone 2     | 5                             | 0 0                  | 0         | 0        | 0            |
| Norfolk Zone 1  | 5                             | 285 475              | 14987     | 3529     | 50           |
| Norfolk Zone 2  | 0                             | 0 0                  | 0         | 0        | 0            |
| <hr/>           |                               |                      |           |          |              |
| Total           | 10                            | 285 475              | 14987     | 3782     | 50 = 19589   |
| Contract Totals |                               |                      |           |          | 51765        |
| Conversion*:    |                               |                      | 357       | 162      | 1            |

\* Denotes conversion formula used to change forecast from measurement tons into number of containers: 20' - MT/21; 40' - MT/42; Vehicles - MT/23.3.



**ATTACHMENT 5 - CONTAINER DETENTION CHARGES**

A. DRY CARGO CONTAINER

(Includes closed containers,  
open top containers, flat  
racks, car Carriers, any of the  
above with or without chassis)

20 FT and Over                      \$ 9.00

40 FT and Over                      \$12.00

B. REFRIGERATED CONTAINER

(Includes container with chassis)

20 FT and Over                      \$50.00

40 FT and Over                      \$60.00

C. Chassis

(Only applies for use with  
Government owned or  
leased containers)  
(See H-26.5)

20 FT and Over                      \$ 9.00

40 FT and Over                      \$12.00

ATTACHMENT RFP-1 - AUTOMATED CARRIER INTERFACE SYSTEM

The following description and estimated cost of hardware and software required for use with the ACI system is provided for information purposes only.

| <u>Item</u>   | <u>Estimated cost</u> |
|---|-----------------------|
| Hardware  |                       |
| 80386 (16 MHz minimum) microcomputer  | \$1200.00             |
| 80 MB hard drive (recommended)  |                       |
| 4 MB RAM  |                       |
| 5.25" high density floppy drive   |                       |
| 3.5" high density floppy drive  |                       |
| 1 Parallel, 2 Serial Ports  |                       |
| Monochrome Monitor  |                       |
| Keyboard  |                       |
| 2400 BPS (Hayes compatible)   |                       |
| Modem and cable   | \$ 100.00             |
| 180 CPS (Epson/IBM compatible)  |                       |
| 24 pin printer  | \$ 200.00             |
| Software  | \$4000.00             |
| EDIA/TDCC Translation software<br>(including the following translation sets:<br>300, 301, 303, 304, 309, 310, 313, 315,<br>one year maintenance/upgrades) -<br>available from commercial sources. |                       |
| Connection to VAN   | <u>\$ 500.00</u>      |
| TOTAL:  | \$6000.00             |

Please be advised that the costs above are estimates only based on historical data on ACI implementation and microcomputer hardware and software vendors. These costs relate only to a stand alone microcomputer implementation of ACI. Other costs may apply to both mainframe and minicomputer ACI implementations.

**ATTACHMENT (RFP-5) - EDI TRADING PARTNER AGREEMENT**

**Revised September 1997**

**EDI TRADING PARTNER GUIDE  
FOR DEFENSE TRANSPORTATION**



**Defense Transportation EDI Program**

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**Executive Agency:**  
**Headquarters, Military Traffic Management Command**  
**Systems Integration, Plans and Technology Division, MTIM-I**  
**5611 Columbia Pike**  
**Falls Church, VA 22041**

## **TRADING PARTNER GUIDE TABLE OF CONTENTS**

|  | <b>Page</b> |
|--|-------------|
| <b>PREFACE</b>   | <b>4</b>    |
| <b>AN INTRODUCTION TO DoD TRANSPORTATION EDI</b>                 | <b>6</b>    |
| <b>Background - DoD's EDI Direction</b>                          |             |
| <b>DTEDI Program Administration</b>                              |             |
| - Lead Agent   |             |
| - DTEDI Committee Composition                                    |             |
| - Centralized Trading Partner Management                         |             |
| <b>DOD TRANSPORTATION TRADING PARTNER AGREEMENT</b>              | <b>9</b>    |
| 1. Purpose and Scope   |             |
| 2. Other References  |             |
| 3. General Terms and Conditions                                  |             |
| 4. Force Majeure   |             |
| 5. Governing Law   |             |
| 6. Dispute Resolution  |             |
| 7. Effective Date  |             |
| 8. Express Agreement Review                                      |             |
| 9. Whole Agreement   |             |
| 10. Severability   |             |
| 11. Termination  |             |
| 12. Certification  |             |
| <b>ADDENDUM A -</b>  |             |
| <b>Administrative Information for EDI Transaction Processing</b> | <b>18</b>   |
| <b>ADDENDUM B -</b>  |             |
| <b>DoD Transportation EDI Transaction Set Matrix</b>             | <b>22</b>   |

|  | <b>Page</b> |
|--|-------------|
| <b>Additional ADDENDUMS (TBD)</b>                        |             |
| <b>Appendix 1 - DoD TPA Filing Instructions - Manual</b> | <b>24</b>   |
| <b>Section 1. Introduction</b>                           |             |
| <b>Section 2. The Process</b>                            | <b>26</b>   |
| <b>Section 3. Completing the TPA</b>                     | <b>29</b>   |
| <b>Completing Addendum A</b>                             |             |
| <b>Completing Addendum B</b>                             |             |
| <b>Section 4. DoD Points of Contact</b>                  | <b>36</b>   |
| <b>Section 5. Terms and Abbreviations</b>                | <b>37</b>   |

## **PREFACE**

Electronic data interchange (EDI) is the computer-to-computer exchange of routine business documents in machine-readable form by using strictly defined public standards.

The Code of Federal Regulations expressly permits Government activities to use EDI in lieu of paper-based transactions. The Department of Defense (DoD) Transportation EDI Trading Partner Agreement (TPA) presented here specifies the conditions under which a DoD Transportation Component, a DoD Finance Center supporting payment for transportation services, and a commercial entity can establish an exchange of routine business transactions using electronically generated information. DoD Transportation Components, DoD Finance Centers for transportation services payment and any commercial providers of products or services that participate in EDI transactions are considered to be EDI trading partners.

The TPA applies/will apply to the electronic exchange of transportation data and other transportation information between DoD Components, DoD Finance Centers for transportation services payment, and their trading partners (TP).

This DoD EDI Trading Partner Guide provides potential EDI trading partners with information and guidance in the following subject areas:

- An Introduction to DoD Transportation EDI
- DoD Transportation TPA, Addendums A and B
- DoD TPA Filing Instructions

The main text of the actual trading partner agreement presents general guidelines and instructions for all commercial EDI trading partners. Detailed instructions for completing the TPA and Addendums A and B are presented in Appendix 1. Prior to participating in DoD Transportation's EDI Program, commercial carriers must first contact the Defense Transportation EDI TPA Administrator at the Military Traffic Management Command (MTMC) to initiate processing for this TPA. Once the TPA and Addendums A and B have been executed, copies of the applicable transaction set implementation conventions will be forwarded and may be incorporated as additional addendums to the agreement. In the future, this DoD Transportation EDI TPA Guide will discuss the DoD Transportation EDI Trading Partner database and future plans to provide a means for exchanging and maintaining EDI administrative information between DoD Components and commercial EDI trading partners using automated procedures.

Appendices 2 and 3 of this document will contain information on the implementation of automated procedures to process TPAs. MTMC, and Defense Logistics Management Support Office, in concert with Defense Information Systems Agency, will establish an automated procedure, to receive/transmit, accept, register, and update TPAs and TPA Addenda information. The automated process will include the creation and maintenance of an EDI TPA data base which can be accessed by qualified users to validate EDI status, maintain up-to-date EDI information, and to obtain general information on DoD Transportation EDI trading partners and activities.

This document is available through MTMC's Worldwide Web Home Page:

**<http://www.mtmc.army.mil>**

or through the DTEDI's Home Page:

**<http://www.lmi.org/dtedi>**

For further information on the Trading Partner Agreement contact:

Office of the Deputy Chief of Staff for Operations

HQ, MTMC

ATTN: MTOP-QQ (TPA Administrator)

5611 Columbia Pike

Falls Church, VA 22041-5050

Telephone: (703) 681-6393

HQ, MTMC

ATTN: MTIM-I (EDI Coordinator)

5611 Columbia Pike

Falls Church, VA 22041-5050

Telephone: (703) 681-5702

## **AN INTRODUCTION TO DoD TRANSPORTATION EDI**

### **BACKGROUND**

#### **DoD's EDI Direction**

In a May 1988, policy memorandum Deputy Secretary of Defense William H. Taft IV directed DoD Components to make "maximum use of EDI in all business-related transactions." During the past 10 years the transportation community has used Transportation Data Coordinating Committee (TDCC)/ANSI EDI transactions to exchange information between automated information systems. The DoD transportation community has developed and sustained initial EDI capability in 5 areas -- in the freight area: transportation rates, government bills of lading (GBLs) and carrier invoices; and for ocean cargo: booking, receipt and lift data. As a means for more efficiently advancing those efforts, the Defense Transportation (DT) community established the DTEDI committee to guide it through the areas of EDI development into long-term EDI implementation and maintenance plan. The DTEDI committee has been instrumental in resolving problems, facilitating requirements, communication and coordination. The DTEDI committee, with its established administrative and technical procedures, provides a strong basis for addressing the issues associated with the life-cycle process.

Electronic domestic rate filing was one of the first EDI efforts. Since that initial success, some advancement has been achieved for freight movements and associated electronic payments.

With the experience it has gained by developing EDI processes and managing their coordination through the DTEDI committee, the Defense transportation community has laid the ground work for expanding EDI applications to all facets of transportation and adapting to changing business and technological environments.

### **DTEDI PROGRAM ADMINISTRATION**

#### **LEAD AGENT**

Since 1987, responsibility for the oversight of transportation EDI projects has changed hands several times. Consequently, in January 1995, the Deputy Under Secretary of Defense for Logistics, DUSD(L), assigned United States Transportation Command (USTRANSCOM) responsibility for the program. Since then, USTRANSCOM has assumed the chair of the DTEDI committee.

#### **DTEDI Committee Composition**

Chaired by USTRANSCOM the DTEDI Committee consists of:



Technical Secretariat, this responsibility is assigned to Defense Logistics Management Support Office (DLMSO), who chairs the DTEDI Data Maintenance (DM) Task Group, manages DM work requests, publishes DTEDI Implementation Conventions (ICs), represents technical interests at American National Standards Institute (ANSI) X12 meetings, and coordinates ICs with the DTEDI.

Members, who coordinate DTEDI programs with other Defense EDI initiatives, initiate transportation business process improvements, support DTEDI ICs and ANSI X12 standards maintenance, improve the quality of DTEDI data, and serve as the Functional Work Group for transportation. Membership is comprised of all Military Services, Defense agencies, USTRANSCOM and its component commands, and other Federal agencies.

Task Groups, which are established and disbanded by motion of the DTEDI Committee.

Work Groups which are established and disbanded by motion of a Task Group.

### **Centralized Trading Partner Management**

In order to provide a single focal point for industry, HQMTMC has been designated to administer formal agreements with commercial trading partners for Defense Transportation. HQMTMC is responsible for establishing, cataloging, and maintaining legal trading partner agreements (TPAs) with all commercial carriers that conduct business with DoD. Currently it maintains more than 100 TPAs. HQMTMC is in the process of updating the procedures and establishing a database for maintaining agreements, especially with commercial carriers that support MTMC, Air Mobility Command (AMC) and Military Sealift Command (MSC).

### **Implementation Conventions (ICs)**

All DTEDI committee members agreed, and plan to migrate all systems to ANSI X12, Version 3050. When the ICs for DoD transportation business requirements have been published by DLMSO, they will be available to all trading partners on the Worldwide Web (WWW). A paper copy of the applicable transaction sets, as indicated on the executed Addendum B, may be sent to the commercial trading partner. Upon execution, they will be maintained on file. To verify the IC implementation status, contact the appropriate DoD transportation point of contact (POC) listed in Appendix 1 of this document. As changes to new versions or changes are planned or implemented, it is anticipated they be available on WWW.

**Revised September 1996**

**EDI TRADING PARTNER  
AGREEMENT  
For Defense Transportation**

**Defense Transportation EDI Program**

**Executive Agency:  
Headquarters, Military Traffic Management Command  
Systems Integration, Plans and Technology Division, MTIM-I  
5611 Columbia Pike  
Falls Church, VA 22041**

## **EDI TRADING PARTNER AGREEMENT FOR DEFENSE TRANSPORTATION**

**1. PURPOSE AND SCOPE:** THIS ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT (TPA) for Department of Defense (DoD) Transportation (Personal Property, Freight, Cargo Operations, Air, Ocean, and Passenger), is made by and between DoD Components, i.e. MTMC, MSC, AMC, DoD shippers, DoD payment centers, and their commercial trading partners. It sets forth the terms and conditions governing the conduct of transactions associated with the acquisition, movement, invoicing, and payment of transportation and related services from commercial providers.

In entering into this TPA, the parties represent their desire to facilitate purchase and payment transactions (Transactions) by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are legally valid and enforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.

**2. REFERENCES:** This TPA covers arrangements for transportation, invoicing and related services governed by federal law and federal agency regulations and is subject to the provisions of those applicable laws and regulations. This TPA does not replace, invalidate or render obsolete other statutory, regulatory and procedural guidelines that are binding on commercial trading partners providing transportation and related services to the DoD.

**3. GENERAL TERMS AND CONDITIONS:** The parties to this TPA, intending to be legally bound, agree as follows:

**a. Documents.** Each party may electronically transmit to or receive from the other party any of the transactions sets (herein referred to as "Documents") listed in Addendum B and any other transaction sets which the parties by written agreement add to the Addendum. Any transmission of data which is not a Document shall have no force or effect between the parties unless justifiably relied upon by the receiving party.

**b. Standards.** All Documents shall be transmitted in accordance with approved implementation conventions, currently, ANSI EDI X12 standards. DoD Components and commercial EDI trading partners will adhere to published DoD or Federal EDI implementation conventions for specifications governing the use of those standards whenever and wherever applicable when electronically exchanging transportation or transportation-related data unless otherwise agreed to by all trading partners.

**c. Change in Standards.** As existing EDI standards are updated by ANSI/UNEDIFACT, the DoD will determine if those updates are applicable to its EDI transportation program. If it is necessary for the

DoD to upgrade to a new version or release of a standard or interim implementation convention, all affected commercial EDI trading partners, will be informed of the effective implementation dates when the new standards will be effective. DoD will coordinate these implementation dates and may grant a reasonable transition period during which both the current applicable and upgraded standards can be used.

**d. EDI Testing.** When initiating a new electronic trading partner relationship, all parties will continue paper submissions in parallel with electronic submissions until the minimum number of successive, error-free transmissions of data are received and accepted by a DoD Component, and the Trading Partner is satisfied with the integrity, accuracy and reliability of the electronically transmitted data, for both syntax compliance and data quality, validity and completeness. Each DoD Component will establish their respective, specific, testing requirements. Following the test process, the DoD trading partner will notify HQMTMC and the carrier via a certification letter that identifies the date that EDI operations can begin and the transaction sets and standards versions that have been certified.

**e. Syntax Compliance.** All trading partners receiving EDI communications will check the transactions for compliance with DoD EDI implementation conventions for lost or altered data. For each applicable transaction set sent, the recipient shall transmit a corresponding functional acknowledgment transaction set (ANSI X12 Transaction Set 997) to the originator by the end of the business day in which it was transmitted. This functional acknowledgment is used to notify the originator that the transaction set(s) were received and whether or not any syntax errors were found.

**f. EDI Value-Added Networks.** Commercial EDI Trading Partners may exchange Documents and business data with their DoD Components through third-party networks (commonly referred to as EDI value-added networks (VANs)) provided those networks can be connected to the EDI VAN used by DoD. Each party shall be responsible for the costs of the EDI VAN with which it contracts. Each party shall be liable for the acts or omissions of its EDI VAN while transmitting, receiving, storing or handling Documents or performing related activities for such party: provided, that if both the parties use the same EDI VAN to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such EDI VAN as to such Document. Continued omissions or transmission errors shall result in temporary suspension of EDI transmissions and a requalification/recertification test conducted.

**g. Transaction Receipt.** All trading partners shall, at a minimum, collect, review, and translate the contents of their EDI mailboxes each business day. Document transfer responsibility rests with the sender pending receipt of an ANSI X12 997, functional acknowledgment, indicating acceptance without errors. ANSI X12 997s will be returned to the sender as described in paragraph e. (Syntax Compliance), above. EDI transactions shall be deemed received when the transaction is retrievable and translatable from the electronic mailbox of the recipient. In this TPA, "translatable" refers to the process of converting from an EDI format specified by the DoD EDI implementation conventions into a data file format recognized by the user's application system(s). The transaction is considered not received if syntax errors are found during the translation process or if the transaction does not provide the agreed to business application data. A functional acknowledgment as mentioned in paragraph 3.e. above shall constitute conclusive evidence

that a Document has been properly transmitted and received. Documents which have not been properly received shall not give rise to an obligation between the parties to this TPA.

**h. Record Retention.** Keeping in mind statutory limitations on filing claims arising in the course of transportation, e.g. 31 U.S.C 3726, DoD Components will adhere to applicable regulatory records retention requirements and commercial trading partners will adhere to their internal records retention requirements when operating in an EDI environment. Records retention requirements apply to both paper and electronic records. If records are maintained on a computer, the trading partner shall retain the computer data on a reliable medium throughout the retention period. Trading partners may transfer computer data in machine-readable form from one reliable computer medium to another, or to paper, so long as conversion procedures maintain the integrity, reliability, and security of the original computer data.

**i. Signatures.** Each party shall adopt as its Signature a discrete electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Document transmitted by such party. Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person its Signatures or the Signatures of other parties. Compromise of signature security shall be reported to the other trading partners immediately upon discovery.

**j. Security.** Each party shall establish procedures to safeguard the integrity of EDI Documents and to protect it from unauthorized access or use. Under no circumstances shall a commercial EDI trading partner sell or trade any shipment information for purposes other than those associated with providing the requested transportation services.

**k. Confidentiality.** No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in paragraph 3.i. above, or by written agreement between the parties, or by applicable law or DoD procurement regulations or subject to Privacy Act Regulations.

**l. Validity; Enforceability.** Any Document properly transmitted pursuant to this TPA shall be considered, in connection with any Transaction, and any other written agreement described in section 3 of this TPA to be a "writing" or "in writing"; and any such Document when containing, or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business

records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

**m. Suspension of EDI Operations.** DoD Components may temporarily suspend all or a portion of the EDI operations contemplated by this TPA if the commercial EDI trading partner fails to abide by terms of this TPA or the operating instructions published by the various DoD Components and set forth in this TPA or its Addendums; or fails to correct its EDI performance failures. Notice of suspension shall be given electronically and shall be effective upon receipt or at a date specified in the notice. Suspension of EDI operations shall have no effect on transactions occurring prior to the effective date of the suspension or upon required performance of transportation services under contract. Suspension of EDI operations will be canceled as soon as necessary corrective action is taken to ensure the integrity of EDI transactions and DoD transportation operations.

**4. FORCE MAJEURE:** No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

**5. GOVERNING LAW:** This TPA shall be governed by and interpreted in accordance with applicable federal statutes, regulations, administrative rulings and decisions.

**6. DISPUTE RESOLUTION:** Any controversy or claim arising out of or relating to this TPA or the breach thereof, shall be considered for settlement in accordance with alternative disputes resolution procedures (e.g. negotiation, mediation, arbitration). However, nothing in this paragraph or elsewhere in this TPA precludes resolution of issues related to carrier and/or contractor performance by Carrier Review Boards convened under the provisions of MTMC Regulation 15-1. Moreover, nothing in this paragraph or elsewhere in this TPA precludes settlement or claims between the parties in accordance with the DISPUTES clause of a contract entered into under the Federal Acquisition Regulation, or in accordance with procedures set forth in 41 CFR 101-41.5 "Claims By the United States Relating to Transportation Services"; 41 CFR 101-41.6 "Claims Against the United States Relating to Transportation Services; and 41 CFR 101-41.7 "Reconsideration and Review of General Services Administration Transportation Claims Settlements" for transportation services under Government Bills of Lading (GBLs), or elsewhere as provided for by law.

**7. EFFECTIVE DATE:** The effective date of this TPA will be the last signed date shown on the signature page of this TPA. The effective date of any Addendum, if later than this agreement, will be governed by Paragraph 9 below.

**8. EXPRESS AGREEMENT REVIEW:** This TPA and all Addenda may be reviewed by the parties and changes, additions or deletions made as agreed to by the parties.

**9. WHOLE AGREEMENT:** This TPA and its Addenda executed by the parties constitutes the entire agreement and evidences their intent to create binding obligations pursuant to the electronic transmission and receipt of Documents and data. No change in the terms and conditions of the TPA shall be effective unless approved in writing and signed by the parties hereto. As the parties develop and implement additional EDI capabilities, additional Addenda may be incorporated into this TPA. Each Addendum will be signed by the parties and dated and appended to this TPA. The date of the last signature will, unless otherwise specified, be the effective date. This TPA is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

Nothing in this TPA shall be deemed to modify or amend the provisions of, or to apply to, any contract between trading partners executing this TPA which (i) exists on or prior to the date of execution of this TPA, unless and until an appropriate Modification or amendment has been executed between such parties to implement or incorporate the provisions of this TPA into such contract, or (ii) is entered into after the date of execution of this TPA, unless such contract contains a provision to implement or incorporated the provisions of this TPA into such contract.

**10. SERVERABILITY:** Any provision of this TPA which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating or affecting the enforceability of the remaining provisions.

**11. TERMINATION:** This TPA shall remain in effect until terminated by either party with not less than 30 days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under the TPA prior to the effective date of the Termination.

**12. CERTIFICATION.** I, the undersigned official, certify that I am authorized to commit my organization to the terms and conditions of this Agreement. I further certify that the TPA signature page is signed with knowledge of the law that whoever, in any matter within the jurisdiction of any department or agency for the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device, a material fact; or makes any false, fictitious document, paper or electronic, will be subject to the

provisions and penalties prescribed in the criminal law of the United States, i.e. 18 U.S.C. 1001.

(seal)

(seal)

---

Authorized Corporate  
(Carrier) Official

---

Representing DoD

---

Typed name and title

---

Typed name and title

Carrier SCAC:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_





VAN Technical Point of Contact: Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

Contract expiration date: \_\_\_\_\_

#### **4. X12 Identifier Codes.**

**a.** Provide the type of code that describes your ANSI X12 Identifier (ISA05, Interchange ID Qualifier). Qualifier codes are listed in the data element dictionary of the ASC X12 Standards.

Interchange ID Qualifier: \_\_\_\_\_

**b.** Provide a unique code that will serve as your ANSI X12 Identifier Code in the ISA Data Interchange Control Segment (ISA06), Interchange Sender ID. This should be coordinated with your EDI VAN.

Sender Identifier Code: \_\_\_\_\_

**c.** Provide a unique code that will serve as your ANSI X12 Identifier Code in the ISA Data Interchange Control Segment (ISA08), Interchange Receiver ID. This should be coordinated with your EDI VAN.

Receiver Identifier Code: \_\_\_\_\_

(Note: The Receiver Identifier Code is normally the same as your sender code if you are using a single EDI VAN for all EDI processing.)

**d.** Provide the type of code that describes your ANSI X12 Application Sender/Receiver Identifier Codes. (GS02 Application Sender's Code/GS03 Application Receiver's Code.)

Application Sender's Code: \_\_\_\_\_

Application Receiver's Code: \_\_\_\_\_

**5. Authenticating Signature Codes.**

a. If Transaction Set 110, 210, 310, 410, or 859 is transmitted by me, I agree that this EDI agreement signature page certifies the receipt and delivery of goods and that the bill accurately reflects the services provided. I also certify that I charged the lowest charges available for the service and my EDI transaction sets accurately reflect this information. My authenticating signature code is identified as the "payee code".

b. If Transaction Set 858 is received by me, the transportation officer's authenticating signature code is the Government Bill of Lading Office Code (GBLOC) located in N406 and qualified by "IU" in N101 and "BL" in N405 of the transaction set.

c. By transmitting Transaction Set 602, I agree that I am authorized to offer DoD the transportation services on a continuing basis subject to the terms and conditions stated in the tender and/or contract. (The term DoD includes any Service or agency that is part of DoD.) I hereby certify that all participating carriers have also agreed to be bound by the provisions of the tender, solicitation, rules publication and/or contract. My authenticating signature is the authorized officer agent's certification signature located in PER02 and qualified by "TD" in PER01 of the transaction set.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Authorized Carrier Official**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Carrier SCAC**

\_\_\_\_\_  
**Carrier DUNS/DUNS+4**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of DOD Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

SCAC:\_\_\_\_\_

**ADDENDUM B****DOD TRANSPORTATION EDI TRANSACTION SET MATRIX**

**TP Identification.** Check the applicable transaction set(s) for the appropriate functional area/DOD Trading Partner for which you want to establish an EDI relationship:

**FREIGHT (Domestic)**

|                                  | 110 | 210 | 213 | 214 | 410 | 602 | 602 | 820 | 824     | 842 | 858 | 858 | 858 | 859 | 864 | 994  | 997 |
|----------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|---------|-----|-----|-----|-----|-----|-----|------|-----|
|                                  |     |     |     |     |     |     |     | GT  | Vol/Neg |     |     |     |     |     | FRT | TCMD | CBL |
| MTMC/Shippers<br>(CONUS Freight) | ■   | ■   | ■   | ■   | ■   | □   | □   | ■   | □       | ■   | □   | ■   | ■   | ■   | □   | □    | □   |
| DFAS-IN                          | □   | □   | ■   | ■   | □   | ■   | ■   | ■   | ■       | ■   | ■   | ■   | ■   | □   | ■   | ■    | □   |

**OVER OCEAN (SURFACE CARGO)**

|                                | 300 | 301 | 303 | 309 | 310 | 315 | 323 | 820 | 824 | 858 | 859 | 994  | 997 |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|
|                                |     |     |     |     |     |     |     |     |     |     |     | TCMD |     |
| MTMC/Shippers<br>(Ocean Cargo) | □   | □   | □   | ■   | ■   | □   | □   | ■   | ■   | ■   | ■   | □    | □   |
| MSC                            | ■   | ■   | ■   | ■   | □   | ■   | ■   | ■   | □   | ■   | ■   | ■    | ■   |
| DFAS-IN                        | ■   | ■   | ■   | ■   | ■   | ■   | ■   | ■   | ■   | ■   | □   | ■    | □   |

**OVER OCEAN (AIR CARGO)**

|               | 824 | 842 | 858 | 859  | 994 | 997 |
|---------------|-----|-----|-----|------|-----|-----|
|               |     |     |     | TCMD |     |     |
| MTMC/Shippers | ■   | ■   | ■   | ■    | □   | □   |
| AMC           | ■   | ■   | ■   | ■    | ■   | ■   |
| DFAS-IN       | ■   | ■   | ■   | □    | □   | □   |

**PERSONAL PROPERTY**

|                                      | 213 | 214 | 602 | 824 | 858PP | 859 | 997 |
|--------------------------------------|-----|-----|-----|-----|-------|-----|-----|
| MTMC/Shippers<br>(Personal Property) | ■   | ■   | ■   | ■   | ■     | ■   | ■   |
| DFAS-IN                              | ■   | ■   | ■   | ■   | ■     | ■   | ■   |

**LEGEND**

The blocks in the matrix are coded to depict availability/applicability of the transaction set to the “user”:

☐ = Applicable and implemented

☐ = Applicable and in development, not implemented yet  
(This information is provided for your planning purposes)

☒ = Not applicable OR included in long-term plan

---

Date

---

Signature of Authorized Carrier Official

---

Printed Name

---

Printed Title

## **APPENDIX 1 SECTION 1**

### **DOD TPA FILING INSTRUCTIONS**

#### **(INSTRUCTIONS FOR COMPLETING THE EDI TRADING PARTNER AGREEMENT (TPA) AND ADDENDUM)**

##### **INTRODUCTION**

Commercial carriers are encouraged to conduct their business with the Department of Defense (DoD) using electronic data interchange (EDI) techniques. However, each carrier must first complete an EDI Trading Partner Agreement (TPA) and Addendums A and B.

The DoD's **CURRENT** transportation EDI capabilities in use, but are not limited to the following American National Standards Institute (ANSI) X12 public transaction sets. (Note: Not all transaction sets apply to all systems, see Addendum B, nor are they at the same X12 Version level.)

- o 110: Invoice from air freight carriers to DoD finance centers
- o 210: Invoice from motor carriers to DoD finance centers
- o 213: Motor Carrier Shipment Status Inquiry
- o 214: Shipment status message from carriers to DoD shipping activities
- o 300: Reservation (Booking Request)(Ocean) from DoD shipping activities to ocean carrier.
- o 301: Confirmation (Ocean) from ocean carrier to DoD shipping activities
- o 303: Booking Cancellation (Ocean) from a shipper/forwarder.
- o 310: Invoice from ocean carriers to MSC

- o 315: Shipment status message from ocean carriers to MTMC/DoD shippers
- o 410: Invoice from rail carriers to DoD finance centers
- o 602: Rate submissions from carriers to MTMC
- o 824: Application Advice from DoD shipping activities to trading partners.
- o 858: Shipment information from DoD shippers to carriers
- o 859: Generic invoice from carriers to DoD finance centers
- o 994: A TDCC application acknowledgment, which will be replaced by the ANSI X12.824
- o 997: Functional acknowledgment

As DoD implements more transaction sets, the DoD components will notify MTMC, who will notify the applicable Trading Partners. The TPA and/or its Addendums must be updated and resubmitted accordingly. The latest Addendum to be received and accepted will supersede and replace all previous submissions.

If exchanging invoices with DFAS-IN, DFAS-IN will notify their commercial trading partners directly, of any changes in DTRS ability to process transaction sets.

## **INSTRUCTIONS TO COMPLETE THE TPA FORMS**

### **SECTION 2 THE PROCESS**

#### **PROCESS INITIATION**

The EDI TPA, and Addendums A and B, will be sent to MTMC at the address listed in the Preface of this document.

Carriers seeking to do business with DoD via EDI, must be a DoD approved carrier prior to submitting a TPA for consideration.

Each commercial EDI trading partner must complete the EDI TPA and Addendums A and B to establish an EDI relationship with the DoD Transportation Community. Each commercial EDI trading partner must also complete separate Addendums for all transaction sets/DoD Component (i.e., MTMC/shippers, DFAS-IN, or TVCB) combinations that require different EDI trading partner information to be exchanged with DoD. Trading partner information, as specified in the Addendum A includes EDI points of contact, EDI VAN information, interchange ID code, and application ID code.

For example, a carrier that uses the same EDI point of contact (POC), EDI VAN interchange sender ID code (mailbox ID), and application ID code for receiving shipment information from DoD shippers using Transaction Set 858 and for sending invoice information to DFAS-IN using Transaction Set 859, needs to complete one TPA and one Addendum A and one Addendum B, checking the boxes that indicate 858/MTMC (shippers) and 859/DFAS-IN.

Another carrier that requires different POCs, EDI VANs, interchange ID codes, or application IDs for receiving the 858 than for sending the 859, needs to complete one TPA, one Addendum A, one Addendum B, for receiving the 858 from shippers, and one set of Addendums for sending the 859 to DFAS-IN.

Once MTMC has received the TPA and Addendum(s) from the carrier, it will coordinate and determine, among other things, that the carrier has a valid tender on file and is in good standing with DoD. MTMC will then execute the TPA and Addendum(s) and return signed copies to the carrier. Copies of the appropriate transaction set implementation conventions to be forwarded and maintained. Trading partners may not begin live data transfers until the TPA has been properly executed by MTMC. In most cases, the DoD trading partner(s) will require the carrier to participate in an EDI test process to certify that the carrier is EDI capable with the individual trading partner for both syntax and data quality compliance. Following successful completion of the test process, the DoD trading partner will notify MTMC and the carrier via a certification letter that identifies the date that EDI operations will begin, and the transaction sets and standards versions that have been certified. EDI operations with live data between trading partners will not commence until the TPA has been properly executed by MTMC.



The EDI test process requirements may differ among DoD trading partners. DoD trading partners are responsible for publishing and distributing instructions pertaining to its EDI operating procedures including its testing process.

#### CHANGE/UPDATE PROCESS

After a carrier has established a formal EDI relationship with a DoD trading partner, trading partner information contained in current Addendums, on file at MTMC, may be modified including the addition of transaction set/DoD component combinations or change in EDI VAN or EDI VAN contract. When a carrier submits an updated Addendum, it must be completed in its entirety. When approved, it will replace any and all previous submissions.

To initiate an Addendum change, the carrier must notify MTMC and all applicable DoD trading partners of proposed changes to the Addendum via letter and updated Addendum(s) if applicable. The letter should contain the current trading partner information and the proposed changes. DoD trading partners may require additional EDI testing, especially if new transaction sets or trading partners are added to the Addendums, or if there is a change in EDI VAN or EDI VAN contract.

Modified trading partner information applies to all transaction set/DoD component combinations listed on the Addendums. As stated earlier, any transaction set/DoD component combinations that require different trading partner information requires a new Addendum to be filed with MTMC. Copies of new Addendums will be forwarded to the appropriate DoD trading partner(s).

#### TERMINATION PROCESS

MTMC may terminate a carrier's TPA via written notice if a carrier is disqualified from providing transportation services to DoD. Thereafter, all EDI operations between the carrier and any DoD trading partner will be cease.

#### SUSPENSION PROCESS

EDI operations with any particular DoD trading partner may be suspended by that trading partner if the carrier fails to adhere to cited operations, requirements, or procedures, see TPA, paragraph m. The DoD trading partner will notify MTMC and the carrier via written notice if it suspends EDI operations with a carrier.

### SECTION 3

#### **COMPLETING THE TRADING PARTNER AGREEMENT (TPA)**

An authorized carrier official will review the Trading Partner Agreement (TPA), sign and date it, and type in their name, company title, SCAC and DUNS number on the last page of the TPA. When approved, the DOD signature blocks will be completed.

#### **COMPLETING ADDENDUM A - Administrative Information for EDI Transaction Processing**

Most of the entries are self-explanatory. Refer to this section for clarification.

Block 1. **Commercial Identification.** Enter your official Company name and Standard Alpha Carrier Code (SCAC). Enter your Data Universal Number System (DUNS) identification number from Dun and Bradstreet. The DUNS is a unique nine character company identification number. Trading partners may assign an additional 4 characters to uniquely identify an affiliate or division. Either a DUNS or a DUNS + 4 number can be used.

Block 2. **TP POCs.** Enter your Trading Partner Points of Contact. Enter the appropriate information for your management or functional POC (optional). You must enter the appropriate information for your EDI Technical POC. If both POCs are the same person, enter "Same".

Block 3. **EDI VAN Information.**

a. Enter the name of the EDI Value-Added Network (VAN) with whom you have a signed agreement for EDI services. (The company who will be responsible for sending, receiving, and translating your EDI transaction sets.)

b. Enter your EDI VAN's technical point of contact's name, address, telephone and FAX number.

c. Enter the expiration date of your contract with this VAN.

Block 4. **X12 Identifier Codes.** These are unique codes that you must coordinate with your EDI VAN and trading partner. They will serve as your ANSI X12 Identifier Code in the ISA Data Interchange Control Segments; the ISA05 ID Qualifier, the ISA06 Sender ID and the ISA08 Receiver ID.

Block 5. **Authenticating Signature Codes.** For information and understanding. No entry required.

When completed, enter the date, printed name and company title and have an authorized carrier official sign it. When the TPA has been approved, the DOD signature block will be completed.

## **COMPLETING ADDENDUM B - DOD Transportation EDI Transaction Set Matrix**

The matrix identifies the ANSI X12 transaction sets, across the top of the table, which are currently implemented in DoD. The left side of the table lists the transportation component or functional user of the EDI transaction sets.

Check only the ☐ (blank blocks) for each transaction set and trading partner for which you are prepared to test and implement in the near-term. Remember, you can submit additional addendums for additional transaction sets and trading partners in the future.

### **LEGEND**

The blocks in the matrix are coded to depict availability/applicability of the transaction set to the “user”:

- ☐ = Applicable and implemented
- ☐ = Applicable and in development, not implemented yet  
(This information is provided for your planning purposes)
- ☒ = Not applicable OR included in long-term plan

When completed, enter the date, printed name and company title and have an authorized carrier official sign it.

Note: When a carrier submits updated Addendum B, it must be completed in its entirety. When approved, it will replace any and all previous submissions.

## **DOD Transportation Components/Users:**

### **FREIGHT (DOMESTIC)**

MTMC/Shippers (CONUS Freight) - Represents Military Traffic Management Command (MTMC) and/or Shipper Systems which interface through the CONUS Freight Management System (CFM), as potential DoD trading partners. These shipper systems include: CFM Field Module, Cargo Movement Operations System (CMOS), Distribution Standard System (DSS), Global Transportation Network (GTN), Industrial Logistics System (ILGS), Transportation Automated Management System (TRAMS), SC&D.

The purpose of establishing a Trading Partner relationship with HQMTMC and/or any of the Shipper systems would be to transmit tender data (602-Guaranteed Traffic, 602-Negotiated tenders, and 602-Voluntary tenders) for automated shipment costing, to receive shipment data (858-Freight) (i.e. Government Bills of Lading), and to transmit shipment status information (213/214).

The purpose of establishing a Trading Partner relationship with Defense Finance and Accounting System, Indianapolis (DFAS-IN) would be to transmit invoices electronically.

### **OVER OCEAN (SURFACE CARGO)**

MTMC/Shippers (Ocean Cargo) - Represents MTMC and/or Shipper Systems. These shipper systems include: Integrated Booking System (IBS), and Worldwide Port System (WPS).

The purpose of establishing a Trading Partner relationship with HQMTMC and/or Shipper systems would be to transmit ship schedule data (323), to receive reservation (300) and cancellation (303) data, to transmit confirmation (301), to receive shipment data/transportation control movement document data (858-TCMD) and to report shipment status data (315).

MSC - Military Sealift Command (MSC) is currently in the process of defining interface and process requirements. It is anticipated that a trading partner relationship between a carrier and MSC would support the payment process for ocean invoices, transaction set 310, and remittance advice, transaction set 820.

### **OVER OCEAN (AIR CARGO)**

AMC/Shippers (Air Cargo) - Represents AMC and/or Shipper Systems. These shipper systems include CAPS II.

The purpose of establishing a Trading Partner relationship with AMC and/or Shipper systems would be to transmit 858-Freight.

AMC - Air Mobility Command. AMC is currently in the process of defining interface and process requirements.

### **PERSONAL PROPERTY**

MTMC/Shippers (Personal Property) - Represents MTMC and/or Shipper Systems which interface through the Transportation Operational Personal Property Standard System (TOPS) or the Worldwide Household Goods Information System Transportation (WHIST), as potential DOD trading partners.

The purpose of establishing a Trading Partner relationship with HQMTMC and/or Shipper systems would be to transmit tender data (602) for automated shipment costing, to receive shipment data (858-PP) (i.e. Government Bills of Lading), and to transmit shipment status information (213/214).

The purpose of establishing a Trading Partner relationship with Defense Finance and Accounting System, Indianapolis (DFAS-IN) would be to transmit invoices electronically.

## **SECTION 4**

### **DoD POINTS OF CONTACT**

#### MTMC EDI Coordinator

HQ, Military Traffic Management Command  
5611 Columbia Pike, MTIM-I  
Falls Church, VA 22041-5050 (703) 681-5702 Pam Hicks

#### TPA Administrator

HQ, Military Traffic Management Command  
5611 Columbia Pike, MTOP-QQ  
Falls Church, VA 22041-5050 (703) 681-9410 Jim Reilly

#### Freight/Shippers

When using Transaction Sets 858, DoD trading partners may be Defense shipping activities or MTMC. The point of contact for EDI Defense shipping activities is MTMC.

HQ, Military Traffic Management Command  
CONUS Freight Management System, MTIM-CF  
4040 N. Fairfax Drive  
Arlington, VA (703) 696-8762 Becky Gaul

#### Intransit Visibility

When using Transaction Sets 214 or 315, DoD trading partners may be shipping activities, Global Transportation Network (GTN), or MTMC. The point of contact is MTMC.

HQ, Military Traffic Management Command  
ATTN: MTIM-I  
5611 Columbia Pike  
Falls Church, VA 22041-5050 (703) 681-5702 Allen Blackmon

#### Freight/EDI Tenders

When using Transaction Set 602, the DoD trading partner is MTMC.

HQ, Military Traffic Management Command  
5611 Columbia Pike, MTOP-CT  
Falls Church, VA 22041-5050

Voluntary and Negotiated Tenders: (703) 681-9397 Eunice Anderson  
Guaranteed Traffic: (703) 681-9398 Darlene Stein

**Personal Property/Shippers**

HQ, Military Traffic Management Command  
ATTN: MTIM-D  
5611 Columbia Pike  
Falls Church, VA 22041-5050 (703) 681-6164 Dave Mullineaux

**Ocean Cargo/Shippers**

HQ, Military Traffic Management Command  
ATTN: MTIM-I  
5611 Columbia Pike  
Falls Church, VA 22041-5050 (703) 681-5702 Allen Blackmon

**Electronic Invoicing**

DFAS-IN has published specific instructions to assist trading partners in electronic billing/invoicing. Copies are available from DFAS-IN upon request.

When using Transaction Sets 110, 210, 410, or 859, commercial EDI trading partners may establish an EDI relationship with three DoD finance center trading partners. Points of contact are listed below.

- o For Army, Air Force, and Defense Logistics Agency billings

Commander  
Defense Finance and Accounting Service - Indianapolis Center  
(DFAS-IN)  
Directorate for Transportation Payments  
Transportation Systems Management Office ( DFAS-IN-TA)  
8899 E. 56th Street  
Indianapolis, IN 46249-0606  
Telephone: 317-543-7814 or 317-543-7804

- o For Navy billings

DFAS-CL Transportation Payment Center  
Building Z-133-5  
Naval Station  
Norfolk, VA 23511-6691

Telephone: 804-444-3119

o For Marine Corps billings

Commander (Code 470)

U.S. Marine Corps Transportation Voucher and Certification  
Branch (TV CB)

Marine Corps Logistics Base

Albany, GA 31704-5000

Telephone: 912-439-5674/5675

**Electronic Invoicing-MS**

MSC has published specific instructions to assist trading partners in electronic billing/invoicing and exchanging transaction set 310. Copies are available from MSC upon request.

## SECTION 5

### EDI TRADING PARTNER GUIDE FOR DEFENSE TRANSPORTATION

#### TERMS AND ABBREVIATIONS

|            |  |
|------------|--|
| AMC        | Air Mobility Command   |
| ANSI       | American National Standards Institute                          |
| ASC        | American Standards Committee                                   |
| CBL        | Commercial Bill of Lading                                      |
| CFM        | CONUS Freight Management System                                |
| CMOS       | Cargo Movement Operations System                               |
| EDI        | Electronic data interchange                                    |
| DFAS-IN    | Defense Finance and Accounting Service - Indianapolis Center   |
| DLMSO      | Defense Logistics Management Support Office                    |
| DM         | Data Maintenance   |
| DoD        | Department of Defense  |
| DSS        | Distribution Standard System                                   |
| DTEDI      | Defense Transportation EDI Committee                           |
| FRT        | Freight  |
| GBLs       | Government Bills of Lading                                     |
| GBLOC      | Government Bill of Lading Office Code                          |
| GTN        | Global Transportation Network                                  |
| GT         | Guaranteed Traffic   |
| IC         | Implementation Conventions                                     |
| ILGS       | Industrial Logistics System                                    |
| MSC        | Military Sealift Command.                                      |
| MTMC       | Military Traffic Management Command                            |
| POC        | Point of Contact   |
| SCAC       | Standard Carrier Alpha Code                                    |
| TCMD       | Transportation Control Movement Document                       |
| TDCC       | Transportation Data Coordinating Committee                     |
| TP         | Trading partners   |
| TPA        | Trading Partner Agreement                                      |
| TRAMS      | Transportation Automated Management System                     |
| TOPS       | Transportation Operational Personal Property Standard System   |
| Vol/Neg    | Voluntary or Negotiated Tenders                                |
| USTRANSCOM | United States Transportation Command                           |
| VAN        | EDI value-added networks                                       |
| WHIST      | Worldwide Household Goods Information System<br>Transportation |



**ATTACHMENT (RFP-6)**

**JTMO FORM 4280/9**

DEPARTMENT OF THE ARMY  
JOINT TRAFFIC MANAGEMENT OFFICE

STAGE III VOLUNTARY ENROLLMENT CONTRACT (VECIII)

Name and Address of Carrier (to be filled in by Carrier):

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EFFECTIVE DATE OF VECIII:

PERIOD OF VECIII: \_\_\_\_\_ to \_\_\_\_\_ unless otherwise modified

STATE OF INCORPORATION OF CARRIER: \_\_\_\_\_  
(to be filled in by Carrier)

CONTRACT NO: \_\_\_\_\_  
(to be assigned by MTMC/JTMO)

This VECIII is entered into as of the above date at Washington DC by and between the United States of America (hereinafter called the "Government") represented by the Contracting Officer executing this VECIII and the corporation named above (hereinafter called the "Carrier" or the "Contractor").

The purpose of this VECIII is to specify the terms of the Carrier's commitment in the event of activation of Stage III of the Voluntary Intermodal Sealift Agreement (VISA). By execution of this VECIII, the Carrier completes the process of becoming a Participant in Stage III of the VISA, becomes eligible to make offers on certain DoD solicitations, and becomes eligible to receive priority consideration for award of certain DoD contracts. This VECIII satisfies DoD's minimum requirements for a Carrier's sealift readiness program commitment as a pre-condition of contracting for DoD's peacetime business. This VECIII obligates a Carrier receiving payments under the Maritime Security Act of 1996 (MSA) to make vessels covered by an MSA operating

agreement available to DoD in accord with the MSA. Such obligation shall satisfy MSA requirements for carrier enrollment in a Emergency Preparedness Program.

This is an interim VECIII. The Secretary of Defense has approved Stage III of VISA for a test to explore the use of VISA as the primary DoD sealift readiness program. The current Sealift Readiness Program will serve as the sole alternate DoD sealift readiness program. Approval by the Secretary of Defense of all stages of VISA under Section 909 of the Merchant Marine Act of 1936 and development of contingency contracts to implement VISA are anticipated in the near future. Carriers executing operating agreements with Secretary of Transportation under MSA shall be afforded compensation in compliance with Section 653 of that Act. Specific provisions for compensation will be addressed in future VECIIIs for vessels covered by MSA operating agreements and committed to Stage III of VISA. The parties to this VECIII agree to use their best efforts to develop a revised VECIII that responds to the foregoing events as soon as possible.

In consideration of the Carrier's commitment of capacity specified herein, the Carrier's eligibility to make offers on certain DoD solicitations, and the Carrier's priority consideration for award of certain DoD contracts, the Government and the Carrier agree as follows:

## **ARTICLE 1**

SRP agreements between the Carrier and the Government define the Carrier's commitment as 50% of the carrier's U.S. flag vessel fleet. The terms "vessel" or "ship" whenever used in this Contract shall include U.S. flag barge ships and other ships (tug/barge combinations) unless otherwise indicated. This commitment was ultimately defined in whole ships. This VECIII provides a new definition of commitment, but in no case shall that definition of commitment result in a smaller Carrier obligation than the greater of: (1) the number of vessels last committed by the carrier under SRP via JTMO form 4280/9A; (2) 50% of the capacity of vessels comprising the carrier's largest current VISA Stage III commitment under peacetime contract award; or (3) 50% of the capacity of vessels comprising the carrier's U.S. flag fleet at the time of VECIII execution. This contractual commitment satisfies the Carrier's DoD sealift readiness obligations for the duration of this VECIII. This VECIII does not relieve the Carrier of its obligation, if any, under Section 909 of the Merchant Marine Act, 1936, as amended.

In the event of activation under this VECIII, the Carrier commits 50% of its total U.S. flag fleet capacity as defined in the first paragraph of Article 1 above and related intermodal services, systems, and equipment to optimally support that capacity as of the date of execution of this VECIII. With respect to various ship types, the Carrier's capacity commitment as set forth in Attachment 1 of this VECIII shall be measured as follows:

Containerships - total TEU capacity (at any one time) and ancillary, intermodal equipment and systems to optimally support that total capacity

Roll-on/roll-off ships - total square feet capacity (at any one time) and ancillary, intermodal equipment and systems to optimally support that total square footage

Breakbulk ships - deadweight (at any one time) and ancillary, intermodal equipment and systems to optimally support that total deadweight.

Combination ships - calculated on applicable combination of above elements

Barge ships - total square feet capacity (at any one time) and ancillary, intermodal equipment and barge systems to optimally support that total square footage

Other ships - Integrated tug and barge combinations - total square feet capacity (at any one time) and ancillary intermodal equipment and systems to optimally support that total square footage

Other ships - Tug and towed or pushed barge combinations - total square feet capacity (at any one time) and ancillary intermodal equipment and systems to optimally support that total square footage

## **ARTICLE 2**

(a) In a Stage III contingency, the Government may augment its available sealift capability by activating vessels, sealift capacity, barges, containers, chassis, and related intermodal equipment committed by the Carrier under the provisions of this VECIII. A Stage III contingency is defined in VISA as:

Includes, but is not limited to a “contingency operation” as defined at 10 U.S.C. 101 (a) (13), and a JCS-directed, NCA-approved action undertaken with military forces in response to (i) natural disasters, (ii) terrorist or subversive activities; or (iii) required military operations, whether or not there is a declaration of war or national emergency.

Section V.F of VISA controls the activation of the VISA Stage III contingency provisions. The decision to activate a particular vessel or particular vessel capacity of the Carrier or other Carriers under this VECIII will be made by the U.S. Transportation Command (USTRANSCOM) and that decision will be final. It is intended that activation will facilitate DoD’s use of existing commercial resources and intermodal transportation systems in a manner which minimizes disruption to commercial operations, whenever possible.

(b) Consistent with VISA, contingency contracts between the Government and Carriers will be jointly planned with the Maritime Administration (MARAD), USTRANSCOM, and Carriers in peacetime to allow effective, efficient and best valued use of commercial sealift capacity, provide DoD assured contingency access, and minimize commercial disruption, whenever possible. A Carrier’s Stage III vessel capacity and vessel commitments may be satisfied, in whole or in part,

by the amount of capacity and/or number of vessels already provided or made available to the Government in response to a DoD request for voluntary capacity or in response to activation of Stages I or II, as described in Section V of VISA.

### **ARTICLE 3**

(a) The Carrier will provide the Government with the sealift capacity and related equipment stated in an activation notice at rates, terms and conditions under the prenegotiated contingency contracts presently being developed.

b) If there is a Stage III contingency activation prior to agreement on an applicable prenegotiated contingency contract and the Government, in its sole discretion, believes there is sufficient time to complete development of a contingency contract, the Carrier and the Government may negotiate the terms and conditions of a contingency contract on an expedited basis.

(c) If there is a Stage III contingency activation prior to agreement on an applicable prenegotiated contingency contract and the Government determines there is insufficient time to develop such a contract, the Carrier will charter to the Government the number of breakbulk ships, roll-on/roll-off ships with ramps, if available, the number of barge ships with barges, the number of container ships with containers and chassis, the number of integrated tug and barge combinations, or the number of tugs and towed or pushed barge combinations that are stated in the notice of activation. All ships will be chartered under the terms and conditions of the standard MSC Time Charter applicable (current revision), modified by the Federal Acquisition Regulation, subsection 15.804-7 and 15.804-8. The charters shall run for a minimum period to be specified in the activation message(s) and shall remain in effect until after the Commander-in-Chief, USTRANSCOM determines the activation is no longer required. It shall provide for redelivery at the point of delivery or as mutually agreed. The Carrier will contract with the Government for sealift capacity stated in the notice of activation.

### **ARTICLE 4**

This Article 4 applies unless other provisions have been established in a negotiated contingency contract. When the Government elects to activate ships, rather than sealift capacity, the Government may select specific ships for activation from among those in the Carrier's fleet of the types stated in the JTMO form 4280/9A. The Government will take delivery of each ship, subject to survey and correction of defects as provided in MSC form 4330/2, at the time and place specified in the notice of activation.

The Carrier will discharge any cargo on the ship at the direction of the Commander, Military Sealift Command (COMSC). The cargo will be discharged prior to delivery of a ship at a port (where time for delivery will be extended as necessary to permit such discharge) or upon arrival at the next port of a ship delivered at sea, where payment of hire shall cease during such discharge. The Government will reimburse the Carrier for any additional expenses reasonably incurred in delivering the cargo against which will be credited all costs saved in not completing the voyage to

the ports where the cargo was bound. The Government will reimburse the Carrier for reasonable costs incurred by reason of discharging any cargo at a port other than that to which it was bound as a result of action taken under this VECIII.

#### **ARTICLE 5**

On receipt of an activation notice, unless excused by COMSC on the basis of the terms of a negotiated contingency contract, the Carrier will complete MSC form 4280/9B or similar document for each ship or any sealift capacity activated, including the Certificate of Current Cost or Pricing Data for each statement of cost, pricing and other data furnished. The data will be used to negotiate in good faith a fair and reasonable rate of compensation for the ships, sealift capacity, ramps, barges, containers and chassis furnished pursuant to an activation. In the event the Carrier is required to begin immediate performance of service, JTMO/MTMC shall execute a letter contract in accordance with FAR 16.603 and DFARS 216.603. The letter contract shall set forth an overall price ceiling and contain a negotiated definitization schedule per FAR 52.216-25. Any changes and modifications to the data furnished will be accompanied by a new certification executed by the Carrier, and the Carrier will re-execute the certificate as to each ship, other capacity, or equipment activated, if required by the Contracting Officer.

#### **ARTICLE 6**

Compensation for those specific Carrier vessels, if any, committed to Stage III of VISA pursuant to Carrier obligations under the MSA and activated under Stage III of VISA shall be in accordance with pre-approved methodologies established jointly by the Secretary of Transportation and the Secretary of Defense in fulfillment of Section 653 of the MSA after consultation with industry. Although the Government has made no decision to do so, the Government reserves the option, where appropriate, to provide the same compensation for vessels not covered by MSA obligations as vessels covered by MSA obligations.

#### **ARTICLE 7**

This VECIII will expire at (1) the end of the contract period stated herein, or (2) the end of any peacetime contract awarded, in part, on a readiness commitment under this VECIII, or (3) the end of any activation under this VECIII plus six months, whichever occurs later.

#### **ARTICLE 8**

Nothing in this VECIII shall be taken to limit the Government's authority to requisition or purchase ships pursuant to Section 902 of the Merchant Marine Act of 1936.

#### **ARTICLE 9**

In accord with Section VI.D.4 of VISA, if a Carrier withdraws from VISA during the period of this VECIII or if this VECIII expires without a replacement VECIII, the Carrier shall be bound by

the provisions of the SRP commitment entered into in connection with any peacetime contracts still in effect.

**ARTICLE 10**

Efforts to further develop, refine and implement the VISA program will continue. The parties may agree in the future to amend or modify this VECIII to contractually confirm such further readiness arrangements.

IN WITNESS WHEREOF, the parties have executed this VECIII as of the day and year first above written.

|           |                              |
|-----------|------------------------------|
| _____     | THE UNITED STATES OF AMERICA |
| (CARRIER) |                              |
| BY _____  | BY _____                     |
|           | CONTRACTING OFFICER          |
| _____     |                              |
| (TITLE)   |                              |

### VECIH ATTACHMENT 1 CARRIER COMMITMENT

This VECIH Attachment 1 forms an integral part of the VECIH.

a. The total U.S. flag fleet of this Carrier is:

|                 | TEUs | Sq.Ft. | DWT |
|-----------------|------|--------|-----|
| Ships (by name) |      |        |     |

Total ships:

Total capacity:

The total U.S. flag fleet shall be defined as the the greater of: (1) the carrier's U.S. flag fleet at the time of the carrier's last commitment under SRP via JTMO form 4280/9A; (2) the carrier's U.S. flag fleet at the time of the carrier's largest current VISA Stage III commitment under peacetime contract award; or (3) the carrier's U.S. flag fleet at the time of VECIH execution. Ships should be listed by type order as shown in Article 1 of this VECIH. All ships on long term charter should be shown with an asterik after the name.

50% of Total capacity:

b. The Sealift Readiness Program (SRP) commitment of this Carrier is:

|                 | TEUs | Sq.Ft. | DWT |
|-----------------|------|--------|-----|
| Ships (by name) |      |        |     |

Total ships:

Total capacity:

c. The VISA Stage III commitment of this Carrier is based on a calculation of 50% of the Carrier's U.S. Flag fleet capacity as shown in Attachment 1, paragraph a. To satisfy the requirements for those Carriers receiving Operating Differential Subsidies (ODS), or Construction Differential Subsidies (CDS), or operating compensation under the MSA, those specific ships must be committed to VISA Stage III and will be part of the 50% calculation. The carrier's overall percentage of fleet commitment may exceed the overall 50%, due to vessels enrolled in the ODS, CDS, or MSA.

| ODS<br>Ships (by name) | TEUs | Sq.Ft. | DWT |
|------------------------|------|--------|-----|
|------------------------|------|--------|-----|

Total

| CDS<br>Ships (by name) | TEUs | Sq.Ft. | DWT |
|------------------------|------|--------|-----|
|------------------------|------|--------|-----|

Total ships

Total capacity

| MSA<br>Ships (by name) | TEUs | Sq.Ft. | DWT |
|------------------------|------|--------|-----|
|------------------------|------|--------|-----|

Total ships

Total capacity:

Grand Total of subsidy program capacity:

(if in excess of 50% of overall U.S. Flag capacity of Attachment 1 paragraph a., do not complete other U.S. flag portion)

| Other U.S. flag<br>Ships | TEUs | Sq.Ft. | DWT |
|--------------------------|------|--------|-----|
|--------------------------|------|--------|-----|

Total capacity:

Grand Total of VISA Stage III capacity:

However, in no case, shall the Carrier's VISA Stage III capacity commitment under this VECIII ever be less than the "whole ship" commitment of the original SRP contract as measured in paragraph b. of Attachment 1.



UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION

Application to Participate  
in the Voluntary Intermodal Sealift Agreement

The applicant identified below hereby applies to participate in the Maritime Administration's agreement entitled "Voluntary Intermodal Sealift Agreement." The text of said Agreement is published in 62 FEDERAL REGISTER 6838, Feb 13, 1997. This Agreement is authorized under Section 708 of the Defense Production Act of 1950, as amended (50 App. U.S.C. 2158). Regulations governing this Agreement appear at 44 CFR Part 332 and are reflected at 49 CFR Subtitle A.

The applicant, if selected, hereby acknowledges and agrees to the incorporation by reference into this Application and Agreement of the entire text of the Voluntary Intermodal Sealift Agreement published in 62 FEDERAL REGISTER 6838, Feb 13, 1997, as though said text were physically recited herein.

The Applicant, as a Participant, agrees to comply with the provisions of Section 708 of the Defense Production Act of 1950, as amended, the regulations of 44 CFR Part 332 and as reflected at 49 CFR Subtitle A, and the terms of the Voluntary Intermodal Sealift Agreement. Further, the applicant, if selected as a Participant, hereby agrees to contractually commit to make specifically enrolled vessels or capacity, intermodal equipment and management of intermodal transportation systems available for use by the Department of Defense and to other Participants as discussed in this Agreement and the subsequent Department of Defense Voluntary Intermodal Sealift Agreement Enrollment Contract for the purpose of meeting national defense requirement.

Attest:

|                       |                              |
|-----------------------|------------------------------|
| _____                 | _____                        |
| (Corporate Secretary) | (Applicant-Corporate Name)   |
| (CORPORATE SEAL)      | By: _____                    |
|                       | (Signature)                  |
|                       | _____                        |
|                       | (Position Title)             |
|                       | UNITED STATES OF AMERICA     |
|                       | DEPARTMENT OF TRANSPORTATION |
|                       | MARITIME ADMINISTRATION      |
| Effective Date: _____ |                              |
| _____                 | By: _____                    |
| (Secretary)           | Maritime Administrator       |
| (SEAL)                |                              |

**ATTACHMENT (RFP-8)**

JTMO FORM 4280/9A

Page 1 of 4

**SEALIFT READINESS PROGRAM****SCHEDULE OF SHIPS AND ANCILLARY EQUIPMENT COMMITTED**

NAME OF CARRIER

EFFECTIVE DATE\_\_\_\_\_

In conjunction with the offer submitted to the Joint Traffic Management Office (JTMO) for this solicitation, the following ship types and ancillary equipment for RO/RO, Barge, and Container systems are committed to the Sealift Readiness Program. The ship types offered herein stand firm (subject to JTMO approved revision) through \_\_\_\_\_ with the option by the Government to extend such offer through \_\_\_\_\_.

**1. SHIP TYPES COMMITTED\***

NUMBER OF EACH TYPE  
OF SHIP COMMITTED

2. RO/RO EQUIPMENT COMMITTED: If a RO/RO or partial RO/RO ship is committed in #1 above and said ship does not have permanently installed ramps, then the Carrier is also committed to provide ship to shore ramp equipment, if available. In this case, PROVIDE a general description of RO/RO equipment available including: location and number of ramps, type, maximum weight carrying capacity, length, width, and whether or not the ramp(s) can be lifted with the ships equipment and carried by the ship.

JTMO FORM 4280/9A continued

Page 2 of 4

3. CONTAINER AND CHASSIS EQUIPMENT COMMITTED: If Container ships are committed in Item #1 above, then the Carrier is also committed to provide a number of containers equal to three times the number of containers that can be carried in each type of containership offered, and a number of chassis that can simultaneously carry two thirds of the number of containers committed. PROVIDE a general description of containers and chassis available including total containers in current inventory by TYPE, and SIZE, and the total chassis in current inventory by TYPE and SIZE.

\* MARITIME ADMINISTRATION DESIGN, IF APPLICABLE

JTMO FORM 4280/9A continued

Page 3 of 4

EQUIPMENT TYPE  
AND SIZE

|         | <u>20 FT</u> | <u>24 FT</u> | <u>35 FT</u> | <u>40 FT</u> | <u>45 FT</u> | <u>OTHER</u> |
|---------|--------------|--------------|--------------|--------------|--------------|--------------|
| DRY     | _____        | _____        | _____        | _____        | _____        | _____        |
| REEFER  | _____        | _____        | _____        | _____        | _____        | _____        |
| CHASSIS | _____        | _____        | _____        | _____        | _____        | _____        |

4. BARGE EQUIPMENT COMMITTED: If a Barge carrying ship is committed in item #1 above, then the Carrier is required to provide barges as follows:

(a) for a call-up of one barge ship, the Carrier will provide the number of barges equal to two times the number of barges that can be carried on that ship,

(b) for a call-up of two or more barge ships, the Carrier will provide for each barge ship the number of barges corresponding to the ratio of barges to barge slots existing in the Carrier's fleet. PROVIDE a general description of barges available in current inventory including NUMBER, SIZE, INTERNAL CAPACITY, and the estimated fleet ratio of barges to barge slots.

BARGE TYPESLASHSEABEENUMBER PER SHIP

\_\_\_\_\_

\_\_\_\_\_

SIZE

\_\_\_\_\_

\_\_\_\_\_

INTERNAL CAPACITY

\_\_\_\_\_

\_\_\_\_\_

NUMBER TOTAL FLEET

\_\_\_\_\_

\_\_\_\_\_

ESTIMATED FLEET RATIO OF  
BARGES TO BARGE SLOTS

\_\_\_\_\_

JTMO FORM 4280/9A continued

Page 4 of 4

Schedule of United States Flag Fleet Ships that WILL NOT be offered for FY 1998/99 enrollment in the Sealift Readiness Program pursuant to Section S9021 of the Merchant Marine Act of 1936, as amended and/or not receiving payments under the Maritime Security Act of 1996 (MSA).

| <u>NAME OF SHIP</u> | <u>SHIP TYPE*</u> |
|---------------------|-------------------|
|---------------------|-------------------|

\* MARITIME ADMINISTRATION DESIGN

\_\_\_\_\_  
(CARRIER)

BY \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

**ATTACHMENT (RFP-9)**

FORM 4280/9

DEPARTMENT OF DEFENSE  
U.S. TRANSPORTATION COMMAND

STAGE III VOLUNTARY ENROLLMENT CONTRACT (VECIH)

NAME AND ADDRESS OF CARRIER (to be filled in by Carrier)

EFFECTIVE DATE OF VECIH:

PERIOD OF VECIH: \_\_\_\_\_ to 30 Sep 98 unless otherwise modified

STATE OF INCORPORATION OF CARRIER (to be filled in by Carrier)

CONTRACT NO: (to be assigned by JTMO)

This VECIH is entered into as of the above date at Washington DC by and between the United States of America (hereinafter called the "Government") represented by the Contracting Officer executing this VECIH and the corporation named above (hereinafter called the "Carrier" or the "Contractor").

The purpose of this VECIH is to specify the terms of the Carrier's commitment in the event of activation of Stage III of the Voluntary Intermodal Sealift Agreement (VISA). By execution of this VECIH, the Carrier completes the process of becoming a Participant in Stage III of the VISA, becomes eligible to make offers on certain DoD solicitations, and becomes eligible to receive priority consideration for award of certain DoD contracts. This VECIH satisfies DoD's minimum requirements for a Carrier's sealift readiness program commitment as a pre-condition of contracting for DoD's peacetime business. This VECIH obligates a Carrier receiving payments under the Maritime Security Act of 1996 (MSA) to make vessels covered by an MSA operating agreement available to DoD in accord with the MSA. Such obligation shall satisfy MSA requirements for carrier enrollment in a Emergency Preparedness Program.

This is an interim VECIH. The Secretary of Defense has approved VISA as an alternative to the current DoD Sealift Readiness Program. US TRANSCOM has directed that VISA be used as the primary DoD sealift readiness program. Carriers executing operating

agreements with Secretary of Transportation under the Maritime Security Act of 1996 shall be afforded compensation in compliance with Section 653 of that Act consistent with the law.. Specific provisions for compensation will be addressed in future VECIIs for vessels covered by MSA operating agreements and committed to Stage III of VISA. The parties to this VECII agree to use their best efforts to develop a revised VECII that responds to the foregoing events as soon as possible.

In consideration of the Carrier's commitment of capacity specified herein, the Carrier's eligibility to make offers on certain DoD solicitations, and the Carrier's priority consideration for award of certain DoD contracts, the Government and the Carrier agree as follows:

## **ARTICLE 1**

SRP agreements between the Carrier and the Government define the Carrier's commitment as 50% of the carrier's U.S. flag vessel fleet. The terms "vessel" or "ship" whenever used in this Contract shall include U.S. flag barge ships and other ships (tug/barge combinations) unless otherwise indicated. This commitment was ultimately defined in whole ships. This VECII provides a new definition of commitment, but in no case shall that definition of commitment result in a smaller Carrier obligation than the greater of: (1) 50% of the vessels comprising carrier's US flag at the time of the VECII execution, or (2) the number of vessels that the carrier is required to commit under SRP via JTMO Form 4280/9A. This contractual commitment satisfies the Carrier's DoD sealift readiness obligations for the duration of this VECII. This VECII does not relieve the Carrier of its obligation, if any, under Section 909 of the Merchant Marine Act, 1936, as amended.

In the event of activation under this VECII, the Carrier commits 50% of its total U.S. flag fleet capacity as defined in the first paragraph of Article 1 above and required intermodal services, systems, and equipment to optimally support that capacity as of the date of execution of this VECII. With respect to various ship types, the Carrier's capacity commitment as set forth in Attachment 1 of this VECII shall be measured as follows:

Containerships - total TEU capacity (at any one time) and ancillary, intermodal equipment and systems to optimally support that total capacity

Roll-on/roll-off ships - total square feet capacity (at any one time) and ancillary, intermodal equipment and systems to optimally support that total square footage

Breakbulk ships - deadweight (at any one time) and ancillary, intermodal equipment and systems to optimally support that total deadweight.

Combination ships - calculated on applicable combination of above elements

Barge ships - total square feet capacity (at any one time) and ancillary, intermodal equipment and barge systems to optimally support that total square footage

Other ships - Integrated tug and barge combinations - total square feet capacity (at any one time) and ancillary intermodal equipment and systems to optimally support that total square footage

Other ships - Tug and towed or pushed barge combinations - total square feet capacity (at any one time) and ancillary intermodal equipment and systems to optimally support that total square footage

## **ARTICLE 2**

(a) In a Stage III contingency, the Government may augment its available sealift capability by activating vessels, sealift capacity, barges, containers, chassis, and related intermodal equipment committed by the Carrier under the provisions of this VECIII. A Stage III contingency is defined in VISA as:

Includes, but is not limited to a “contingency operation” as defined at 10 U.S.C. 101 (a) (13), and a JCS-directed, NCA-approved action undertaken with military forces in response to (i) natural disasters, (ii) terrorist or subversive activities; or (iii) required military operations, whether or not there is a declaration of war or national emergency.

Section V.F of VISA controls the activation of the VISA Stage III contingency provisions. The decision to activate a particular vessel or particular vessel capacity of the Carrier or other Carriers under this VECIII will be made by the U.S. Transportation Command (USTRANSCOM) and that decision will be final. It is intended that activation will facilitate DoD’s use of existing commercial resources and intermodal transportation systems in a manner which minimizes disruption to commercial operations, whenever possible.

(b) Consistent with VISA, contingency contracts between the Government and Carriers will be jointly planned with the Maritime Administration (MARAD), USTRANSCOM, and Carriers in peacetime to allow effective, efficient and best valued use of commercial sealift capacity, provide DoD assured contingency access, and minimize commercial disruption, whenever possible. A Carrier’s Stage III vessel capacity and vessel commitments may be satisfied, in whole or in part, by the amount of capacity and/or number of vessels already provided or made available to the Government in response to a DoD request for voluntary capacity or in response to activation of Stages I or II, as described in Section V of VISA.



**ARTICLE 3**

- (a) The Carrier will provide the Government with the sealift capacity and related equipment stated in an activation notice at rates, terms and conditions under the prenegotiated contingency contracts presently being developed.
- b) If there is a Stage III contingency activation prior to agreement on an applicable prenegotiated contingency contract and the Government, in its sole discretion, believes there is sufficient time to complete development of a contingency contract, the Carrier and the Government may negotiate the terms and conditions of a contingency contract on an expedited basis.
- (c) If there is a Stage III contingency activation prior to agreement on an applicable prenegotiated contingency contract and the Government determines there is insufficient time to develop such a contract, the Carrier will charter to the Government the number of breakbulk ships, roll-on/roll/off ships with ramps, if available, the number of barge ships with barges, the number of container ships with containers and chassis, the number of integrated tug and barge combinations, or the number of tugs and towed or pushed barge combinations that are stated in the notice of activation. All ships will be chartered under the terms and conditions of the standard JTMO Time Charter applicable (current revision), modified by the Federal Acquisition Regulation, subsection 15.804-7 and 15.804-8. After the JTMO Time Charter contract is awarded, JTMO will delegate operational control to the Military Sealift Command. The charters shall run for a minimum period to be specified in the activation message(s) and shall remain in effect until after the Commander-in-Chief, USTRANSCOM determines the activation is no longer required. It shall provide for redelivery at the point of delivery or as mutually agreed. The Carrier will contract with the Government for sealift capacity stated in the notice of activation.

**ARTICLE 4**

This Article 4 applies unless other provisions have been established in a negotiated contingency contract. When the Government elects to activate ships, rather than sealift capacity, the Government may select specific ships for activation from among those in the Carrier's fleet of the types stated in the JTMO form 4280/9A. The Government will take delivery of each ship, subject to survey and correction of defects as provided in JTMO form 4330/2, at the time and place specified in the notice of activation.

The Carrier will discharge any cargo on the ship at the direction of the Commander, Military Sealift Command (COMSC). The cargo will be discharged prior to delivery of a ship at a port (where time for delivery will be extended as necessary to permit such discharge) or upon arrival at the next port of a ship delivered at sea, where payment of hire shall cease during such discharge. The Government will reimburse the Carrier for any additional expenses reasonably incurred in delivering the cargo against which will be

credited all costs saved in not completing the voyage to the ports where the cargo was bound. The Government will reimburse the Carrier for reasonable costs incurred by reason of discharging any cargo at a port other than that to which it was bound as a result of action taken under this VECIII.

## **ARTICLE 5**

On receipt of an activation notice, unless excused by JTMO on the basis of the terms of a negotiated contingency contract, the Carrier will complete JTMO form 4280/9B or similar document for each ship or any sealift capacity activated, including the Certificate of Current Cost or Pricing Data for each statement of cost, pricing and other data furnished. The data will be used to negotiate in good faith a fair and reasonable rate of compensation for the ships, sealift capacity, ramps, barges, containers and chassis furnished pursuant to an activation. In the event the Carrier is required to begin immediate performance of service, JTMO shall execute a letter contract in accordance with FAR 16.603 and DFARS 216.603. The letter contract shall set forth an overall price ceiling and contain a negotiated definitization schedule per FAR 52.216-25. Any changes and modifications to the data furnished will be accompanied by a new certification executed by the Carrier, and the Carrier will re-execute the certificate as to each ship, other capacity, or equipment activated, if required by the Contracting Officer.

## **ARTICLE 6**

Compensation for those specific Carrier vessels, if any, committed to Stage III of VISA pursuant to Carrier obligations under the MSA and activated under Stage III of VISA shall be in accordance with pre-approved methodologies established jointly by the Secretary of Transportation and the Secretary of Defense in fulfillment of Section 653 of the MSA after consultation with industry. Although the Government has made no decision to do so, the Government reserves the option, where appropriate, to provide the same compensation for vessels not covered by MSA obligations as vessels covered by MSA obligations.

## **ARTICLE 7**

This VECIII will expire at (1) the end of the contract period stated herein, or (2) the end of any peacetime contract awarded, in part, on a readiness commitment under this VECIII, or (3) the end of any activation under this VECIII plus six months, whichever occurs later.

## **ARTICLE 8**

Nothing in this VECIII shall be taken to limit the Government's authority to requisition or purchase ships pursuant to Section 902 of the Merchant Marine Act of 1936.

**ARTICLE 9**

In accord with Section VI.D.4 of VISA, if a Carrier withdraws from VISA during the period of this VECIII or if this VECIII expires without a replacement VECIII, the Carrier shall be bound by the provisions of the SRP commitment entered into in connection with any peacetime contracts still in effect.

**ARTICLE 10**

Efforts to further develop, refine and implement the VISA program will continue. The parties may agree in the future to amend or modify this VECIII to contractually confirm such further readiness arrangements.

IN WITNESS WHEREOF, the parties have executed this VECIII as of the day and year first above written.

\_\_\_\_\_  
(CARRIER)

THE UNITED STATES OF AMERICA

BY \_\_\_\_\_

BY \_\_\_\_\_

CONTRACTING OFFICER

\_\_\_\_\_  
(TITLE)

### VECIH ATTACHMENT 1 CARRIER COMMITMENT

This VECIH Attachment 1 forms an integral part of the VECIH.

a. The total U.S. flag fleet of this Carrier is:

|                 | TEUs | Sq.Ft. | DWT |
|-----------------|------|--------|-----|
| Ships (by name) |      |        |     |

Total ships:

Total capacity:

The total U.S. flag fleet shall be defined as the the greater of: (1) the carrier's U.S. flag fleet at the time of the carrier's last commitment under SRP via JTMO form 4280/9A; (2) the carrier's U.S. flag fleet at the time of the carrier's largest current VISA Stage III commitment under peacetime contract award; or (3) the carrier's U.S. flag fleet at the time of VECIH execution. Ships should be listed by type order as shown in Article 1 of this VECIH. All ships on long term charter should be shown with an asterik after the name.

50% of Total capacity:

b. The Sealift Readiness Program (SRP) commitment of this Carrier is:

|                 | TEUs | Sq.Ft. | DWT |
|-----------------|------|--------|-----|
| Ships (by name) |      |        |     |

Total ships:

Total capacity:

c. The VISA Stage III commitment of this Carrier is based on a calculation of 50% of the Carrier's U.S. Flag fleet capacity as shown in Attachment 1, paragraph a. To satisfy the requirements for those Carriers receiving Operating Differential Subsidies (ODS), or Construction Differential Subsidies (CDS), or operating compensation under the MSA, those specific ships must be committed to VISA Stage III and will be part of the 50% calculation. The carrier's overall percentage of fleet commitment may exceed the overall 50%, due to vessels enrolled in the ODS, CDS, or MSA.

|     |      |        |     |
|-----|------|--------|-----|
| ODS | TEUs | Sq.Ft. | DWT |
|-----|------|--------|-----|

|                 |  |  |  |
|-----------------|--|--|--|
| Ships (by name) |  |  |  |
|-----------------|--|--|--|

|       |  |  |  |
|-------|--|--|--|
| Total |  |  |  |
|-------|--|--|--|

|     |      |        |     |
|-----|------|--------|-----|
| CDS | TEUs | Sq.Ft. | DWT |
|-----|------|--------|-----|

|                 |  |  |  |
|-----------------|--|--|--|
| Ships (by name) |  |  |  |
|-----------------|--|--|--|

|             |  |  |  |
|-------------|--|--|--|
| Total ships |  |  |  |
|-------------|--|--|--|

|                |  |  |  |
|----------------|--|--|--|
| Total capacity |  |  |  |
|----------------|--|--|--|

|     |      |        |     |
|-----|------|--------|-----|
| MSA | TEUs | Sq.Ft. | DWT |
|-----|------|--------|-----|

|                 |  |  |  |
|-----------------|--|--|--|
| Ships (by name) |  |  |  |
|-----------------|--|--|--|

|             |  |  |  |
|-------------|--|--|--|
| Total ships |  |  |  |
|-------------|--|--|--|

|                 |  |  |  |
|-----------------|--|--|--|
| Total capacity: |  |  |  |
|-----------------|--|--|--|

Grand Total of subsidy program capacity:

(if in excess of 50% of overall U.S. Flag capacity of Attachment 1 paragraph a., do not complete other U.S. flag portion)

|                 |      |        |     |
|-----------------|------|--------|-----|
| Other U.S. flag | TEUs | Sq.Ft. | DWT |
|-----------------|------|--------|-----|

|       |  |  |  |
|-------|--|--|--|
| Ships |  |  |  |
|-------|--|--|--|

|                 |  |  |  |
|-----------------|--|--|--|
| Total capacity: |  |  |  |
|-----------------|--|--|--|

Grand Total of VISA Stage III capacity:

However, in no case, shall the Carrier's VISA Stage III capacity commitment under this VECIII ever be less than the "whole ship" commitment of the original SRP contract as measured in paragraph b. of Attachment 1.

Revised: 14 Sep 97